Amici Exhibit 191

November 6th, 1942

I hereby certify that this is a true and correct photostatic copy of the original Summary Sheet of Case Number 16734, on file in the Florida Sanitarium and Hospital, the original being examined by me this date.

Quentin F. Quesenbery
Notary Public, State of Florida at Large. Commission expires February 6th, 1945.

Notary Public, State of Florida at Large,
My commission expires Feb. 6, 1945.
Bonded by American Surety Co. of N. Y.

STATE OF FLORIDA:

COUNTY OF ORANGE:

Mrs. I. F. Milner being first duly sworn says that she is Librarian of the Records of the Florida Sanitarium and Hospital and that this is a true and correct opy of the original Summary Sheet of Case Number 16734 on file in the records of said Sanitarium.

Mrs. I. F. Milner

Subscribed and sworn to before me this 6th day of November, A. D. 1942.

Notary Public.

Notary Public, State of Florida at Large
My Commission Expires Mar. 12, 1943

1914

Amici Exhibit 192

THIESS, OLSON & MECKLENBURGER

ATTORNEYS AND COUNSELORS

77 West Washington Street

CHICAGO

November 9, 1942.

Hon. Joseph Buffington,
Union League Club,
Philadelphia, Pa.

Re: Root Refining Company v. Universal Oil Products Company, Appeals Nos. 5546 and 5648.

Dear Judge Buffington:

In connection with the hearings now being conducted before Thomas Raeburn White, Esq., Special Master appointed by the Circuit Court of Appeals for the Third Circuit, at his offices in the Land Title Bldg., Philadelphia, it has become material to inspect and examine your copy of the Argument List for the October 1934 Term of the Court, as well as your conference notes in the following cases heard at that term:

1. Appeal No. 5586 (No. 157 on the list) argued January 10, 1935, entitled Pennsylvania R. Co. v. Terminal Warehouse.

2. Appeal No. 5541 (No. 46 on the list) argued January 11, 1935, entitled Reitzsch v. Paradis.

3. Appeal No. 5720 (No. 205 on the list), argued January 11, 1935, entitled Evans v. Philadelphia Co.

Will you kindly locate your copy of the said Argument List and your conference notes of each of the designated cases and forward them to Master White at your earliest convenience.

We have been supplied with a copy of your letter dated January 18, 1935, assigning various cases heard during the months of December, 1934, and January, 1935. We find that there were other cases over which you presided which were not assigned by your aforesaid letter. These cases are as follows: Appeals Nos. 5646, 5606, 5568, 5538, 5678, 5609, and 5275. The Argument List numbers of these cases are, respectively, as follows: 196, (166 and 167), 68, 95, 195, 165, and 76. Will you also forward to Master White a copy of your letter or letters assigning these latter cases?

Yours very truly,

/s/ J. Bernard Thiess

/s/ Thorley von Holst
Amici Curiae

TVH: TS
cc T. R. White

Amici Exhibit 193

UNITED STATES CIRCUIT COURT OF APPEALS

THIRD JUDICIAL CIRCUIT

PHILADELPHIA

Chambers of
JUDGE BUFFINGTON

November 13, 1942.

Thomas Raeburn White, Esquire
1930 Land Title Building
Philadelphia

My dear Mr. White:

I am in receipt of the enclosed letter. Assuming it is your wish that I produce all correspondence, conference notes, docket lists, and all data referring to the cases stated in such letter, I beg leave to say that I have no such data or papers.

Very respectfully yours,

/s/ Joseph Buffington

Amici Exhibits 194, 195 for Identification

Omitted pursuant to agreement of counsel.

Amici Exhibit 196

December 11, 1935

Dear Mr. Kaufman:

As I think you have been advised, Universal Oil Products Company proposes to bring an infringement suit against Crew-Levick Company, a corporation of Pennsylvania and a wholly-owned subsidiary of Cities Service Co. I am informed that they conduct some operations at Titusville, Crawford County, Pennsylvania.

Will you please let me know in what district Titusville is and also ascertain from the Secretary of State, or other proper person in Pennsylvania, where the statutory or principal place of business of the Crew-Levick Company in Pennsylvania is located?

As you know, we expect to have you or your firm appear for the Universal Company in this suit.

Sincerely yours,

(Sgd.) T. G. Haight

Mr. Morgan S. Kaufman
565 Fifth Avenue
New York City

Amici Exhibit 196

MORGAN S. KAUFMAN
Referee in Bankruptcy

UNITED STATES DISTRICT COURT

Middle District of Pennsylvania

Scranton, Pa.
January 13, 1936.

Hon. Thomas G. Haight,
15 Exchange Place,
Jersey City, N. J.

Dear Judge Haight:

I have your letter of December 11th with reference to the Universal Oil Products Company's proposal to bring an infringement suit against the Crew-Levick Company, a Pennsylvania corporation.

I find that the Crew-Levick people are owners of real estate in Lackawanna County and the manager of the Crew-Levick Corporation of Scranton, Pennsylvania is Theodore O. Mitchell. His residence is 825 Taylor Avenue, Scranton, Pennsylvania, and the place of business or business headquarters of the Crew-Levick Company is 521 Green Ridge Street, Scranton, Pennsylvania.

I am satisfied that suit can be bought and service had upon the agent of the Company in the Middle District of Pennsylvania.

Sincerely yours,

(Sgd.) Morgan S. Kaufman
Morgan S. Kaufman

MSK*EEC

Amici Exhibit 196

January 14, 1936

Universal Oil Products Company

v.

Crew Levick Company

Dear Morgan:

I have your letter of the 13th. Unfortunately, the decisions hold that where a defendenat is a corporation of a certain state which has more than one district it is, within the meaning of the Judicial Code, an inhabitant of the district where its principal place of business is located "and in that district only". The information that we get from Moody's Manual and the Petroleum Register is that the principal place of business of the Crew-Levick Company is in Philadelphia. The Judicial Code provides that a patent suit must be brought against a defendant "in the district of which the defendant is an inhabitant" or "in the district in which" he "shall have committed acts of infringement and have a regular and established place of business". The only refinery that the Crew-Levick Company has, so far as known, is in New Jersey. Infringement of the patents upon which we wish to sue could only take place at refinery. Unless you can find out by inquiry at the Office of the Secretary of State of Pennsylvania that the Crew-Levick Company's principal place of business is in the Middle District of Pennsylvania, I think that we will have to start suit either in New Jersey or in the Eastern District of Pennsylvania. I would prefer the latter because we can get more speedy action there.

I wish that you would write to the Secretary of State of Pennsylvania and ascertain definitely where the principal place of business of the Crew-Levick Company is located.

Sincerely yours,

(Sgd.) T. G. Haight

Mr. Morgan S. Kaufman,
565 Fifth Avenue,
New York City.

Amici Exhibit 196

MORGAN S. KAUFMAN
and
LAMBERT J. FOULK
RECEIVERS

Wickersham 2-0054

S. W. STRAUS INVESTING CORPORATION
565 FIFTH AVENUE AT FORTY-SIXTH STREET
NEW YORK

Hon. Thomas G. Haight,
15 Exchange Place,
Jersey City, N. J.

January 15, 1936.

Dear Judge Haight:

Re: Universal Oil Products Co.
vs. Crew-Levick Co.

I am in receipt of your letter of the 14th instant. In reply beg to state that I have here the letters of the Department of State as well as the Department of Revenue of Pennsylvania, which I am herewith enclosing, showing the principal office of the Crew-Levick Co. is at Philadelphia.

Since calling my attention to the Judicial Code which provides for service in a patent case, I believe you are right and that the service must necessarily be had in Philadelphia in the Eastern District of Pennsylvania.

Sincerely yours,
(Sgd.) Morgan S. Kaufman
Morgan S. Kaufman

MSK*EEC

January 16, 1938

Dear Morgan:—

I have your letter of the 15th instant with enclosures. I have made copies of the latter and return the originals herewith to you. I am obliged to you for the information.

As soon as we are prepared to file the bill against the Crew-Levick Co. I will advise you and arrange for it to be filed in your name as solicitor.

Sincerely yours,
(Sgd.) T. G. Haight

Mr. Morgan S. Kaufman,
565 Fifth Avenue,
New York City.

Amici Exhibit 196

MORGAN S. KAUFMAN
and
LAMBERT J. FOULK
RECEIVERS

Wickersham 2-0054

S. W. STRAUS INVESTING CORPORATION

565 FIFTH AVENUE AT FORTY-SIXTH STREET

NEW YORK

March 2, 1936.

Hon. Thomas G. Haight,
15 Exchange Place,
Jersey City, N. J.

Dear Judge Haight:

In re: Universal Oil Products Co.
vs. Crew Levick Co.

I am herewith enclosing a copy of the stipulation in the above matter. Mr. W. Logan MacCoy has agreed to let me know before what Judge he presented the stipulation.

Sincerely yours,

(Sgd.) Morgan S. Kaufman
Morgan S. Kaufman

MSK•EEC
Enc.

Amici Exhibit 196

S. W. STRAUS & CO.

INCORPORATED

(DELAWARE)

565 FIFTH AVENUE AT FORTY-SIXTH STREET

MORGAN S. KAUFMAN,
LAMBERT J. FOULK,
Receivers

Telephone
Wickersham 2-0054

March 20, 1936

Hon. Thomas G. Haight,
1 Exchange Place,
New Jersey.

Dear Judge Haight:

I am herewith enclosing a letter to Mr. MacCoy, requesting additional twenty days in re: Universal Oil Products vs. Crew Levick.

Will you kindly advise me what your wishes are in the matter.

Sincerely yours,

(Sgd.) Morgan S. Kaufman
MORGAN S. KAUFMAN

Amici Exhibit 196

March 21, 1936

Universal Oil Products Co. v. Crew Levick Co.

Dear Mr. Kaufman:

Confirming our telephone conversation of even date, Judge Haight has asked me to advise you that it is agreeable to grant an extension of twenty days additional to the defendant for the filing of their answer in the above entitled cause.

In accordance with your request, I am returning herewith to you Mr. MacCoy's original letter of March 18th. I have made a copy of same to complete our files.

Sincerely yours,

(Sgd.) Marguerite H. Asselin
Secretary to Judge Haight.

Mr. Morgan S. Kaufman,
565 Fifth Avenue,
New York City.

Encl.

Amici Exhibit 196

DAVID E. KAUFMAN
Counselor at Law

MORGAN S. KAUFMAN

1421 Chestnut Street,
Philadelphia

Rittenhouse 0200

April 10, 1936.

Hon. Thomas G. Haight,
15 Exchange Place,
Jersey City, N. J.

Dear Judge Haight:

I am herewith enclosing copy of the answer of Crew Levick Company.

Very truly yours,

(Sgd.) Morgan S. Kaufman
Morgan S. Kaufman

MSK:GCM
ENC.

Amici Exhibit 196

April 13, 1936

Universal Oil Products Company

v.

Crew Levick Company

Dear Mr. Kaufman:

I acknowledge with thanks receipt of your letter of April 10th enclosing copy of the answer of the Crew Levick Company in the above entitled matter.

Sincerely yours,

(Sgd.) T. G. Haight

Mr. Morgan S. Kaufman,
1421 Chestnut Street,
Philadelphia, Pa.

Amici Exhibit 196

MORGAN S. KAUFMAN
and
LAMBERT J. FOULK
RECEIVERS

Wickersham 2-0054

S. W. STRAUS INVESTING CORPORATION
565 FIFTH AVENUE AT FORTY-SIXTH STREET
NEW YORK

May 6, 1936.

Hon. Thomas G. Haight,
15 Exchange Place,
Jersey City, N. J.

Re: Universal Oil Products vs. Crew Levick

Dear Judge Haight:

I am enclosing herewith four (4) printed copies of the answer which I received this morning.

Sincerely yours,

(Sgd.) Morgan S. Kaufman
Morgan S. Kaufman

MSK:GCM
enc:4

Amici Exhibit 196

May 7, 1936

Universal v. Crew-Levick

Dear Morgan:

I am obliged to you for your letter of the 6th enclosing four printed copies of the answer in the above matter.

Sincerely yours,

(Sgd.) T. G. Haight

Mr. Morgan S. Kaufman,
565 Fifth Avenue,
New York City.

Amici Exhibit 196

DAVID E. KAUFMAN
Counselor at Law
1421 Chestnut Street, Philadelphia
Rittenhouse 0200

July 16, 1936

Hon. Thomas G. Haight
15 Exchange Place
Jersey City, N. J.

Dear Judge Haight:

Re: Universal Oil Products Company

— vs —

Crew-Levick Company #9287

I am herewith enclosing copy of the Motion for Bill of Particulars, together with Order which was signed by Judge Maris.

Sincerely yours,

(Sgd.) Morgan S. Kaufman

MSK:AM
Enclosure

Amici Exhibit 196

July 20, 1936

Universal v. Crew Levick

Dear Morgan:

I have your letter of the 16th enclosing motion for bill of particulars and order thereon in the above matter.

Sincerely yours,

(Sgd. T. G. Haight

Mr. Morgan S. Kaufman,
1421 Chestnut Street
Philadelphia, Pa.

Amici Exhibit 196

S. W. STRAUSS & CO.
(Incorporated
(Delaware)

565 FIFTH AVENUE AT FORTY-SIXTH STREET

NEW YORK

MORGAN S. KAUFMAN,
LAMBERT J. FOULK,
Receivers

Telephone
Wickersham 2-0054

August 5, 1936.

Hon. Thomas G. Haight,
15 Exchange Place,
Jersey City, N. J.

Dear Judge Haight:

I am herewith enclosing Defendant's Objections to Plaintiff's Motion for Bill of Particulars, together with copy of their letter.

Very truly yours,

(Sgd.) Morgan S. Kaufman.
Morgan S. Kaufman

MSK:GCM
Enclosures

Amici Exhibit 196

August 6, 1936

Universal v. Crew-Levick

Dear Mr. Kaufman:

Will you kindly endorse the enclosed check and return same to me in the attached envelope?

This check represents a refund due from the United States Marshal in the above-entitled matter.

Sincerely yours,

(Sgd.) Marguerite H. Asselin
Secretary to Judge Haight.

Mr. Morgan S. Kaufman,
565 Fifth Avenue,
New York City.

Encls.

Amici Exhibit 196

August 10, 1936

Universal v. Crew-Levick Company

Dear Mr. Kaufman:

In Judge Haight's absence, I acknowledge with thanks receipt of your letter of August 5th with enclosures in the above matter.

Sincerely yours,

(Sgd.) Marguerite H. Asselin
Secretary to Judge Haight.

Mr. Morgan S. Kaufman,
565 Fifth Avenue,
New York City.

Amici Exhibit 196

DAVID E. KAUFMAN
Counselor at Law

MORGAN S. KAUFMAN

1421 Chestnut Street, Philadelphia
Rittenhouse 0200

November 23, 1936.

Hon. Thomas G. Haight,
15 Exchange Place,
Jersey City, N. J.

Dear Judge Haight:

I am herewith enclosing copy of a letter together with objections to interrogatories, and order placing the case on the argument list.

Very truly yours,

(Sgd.) Morgan S. Kaufman
Morgan S. Kaufman

MSK:GCM
Enc.

Amici Exhibit 196

November 25, 1936

Universal v. Crew Levick

Dear Morgan:

I acknowledge with thanks receipt of your letter of the 23rd enclosing copy of letter, together with objections to interrogatories and order placing the above matter on the argument list.

Sincerely yours,

(Sgd.) T. G. Haight

Mr. Morgan S. Kaufman,
1421 Chestnut Street,
Philadelphia, Pa.

Amici Exhibit 196

February 7, 1937

Universal Oil Products Company

v.

Crew Levick Company

Dear Mr. Kaufman:

I am sending you herewith for your files two printed copies of the bill of complaint in the above matter.

Sincerely yours,

(Sgd.) T. G. Haight

Mr. Morgan S. Kaufman,
565 Fifth Avenue,
New York City.

Encls.

Amici Exhibit 196

May 12, 1937.

Universal v. Crew-Levick

Dear Morgan:

Will you please arrange to get a date set for the hearing of the objections to our interrogatories and the motion for a bill of particulars in the above matter some time during the week of June 7th, if possible? The earlier in the week that the motions can be heard, the better it will suit me. If possible, I would like them to come on some time after 12 o'clock and then it will not be necessary for me to go to Philadelphia the night before.

Sincerely yours,

(Sgd.) T. G. Haight

Mr. Morgan Kaufman,
565 Fifth Avenue,
New York City.

Amici Exhibit 196

S. W. STRAUS INVESTING CORPORATION

and

S. W. STRAUS & CO.
INCORPORATED

565 FIFTH AVENUE AT FORTY-SIXTH STREET

MORGAN S. KAUFMAN,
and
LAMBERT J. FOULK,
Receivers

Telephone
Wickersham 2-0054

May 20, 1937.

Hon. Thomas G. Haight,
15 Exchange Place,
Jersey City, N. J.

Dear Judge Haight:

I have just been informed by the Clerk of the District Court that the case of Crew-Levick, which was listed for argument on June 10, 1937, has been postponed until June 11, 1937 at 2:00 o'clock P. M.

Sincerely yours,

(Sgd.) Morgan S. Kaufman
Morgan S. Kaufman

MSK:GCM

Amici Exhibit 196

May 21, 1937.

Universal v. Crew-Levick

Dear Morgan:

I acknowledge with thanks receipt of your letter of the 20th advising me that the argument in the above matter, which was originally set for June 10th, has been postponed until June 11th, at 2 o'clock.

Sincerely yours,

(Sgd.) T. G. Haight

Mr. Morgan S. Kaufman,
565 Fifth Avenue,
New York City.

Amici Exhibit 196

June 7, 1937.

Universal v. Crew-Levick

Dear Morgan:

Counsel for the defendant in the above matter has asked that the motions which are now set for Friday, the 11th, be adjourned until the following week. I have felt compelled to accede to this request. Any day next week but Tuesday will be satisfactory. Will you please get another date? Please remember that I would like the argument in the afternoon, if possible.

Sincerely yours,

(Sgd.) T. G. Haight

Mr. Morgan S. Kaufman,
565 Fifth Avenue,
New York City.

Amici Exhibit 196

S. W. STRAUS INVESTING CORPORATION

AND

S. W. STRAUS & CO.
INCORPORATED

565 FIFTH AVENUE AT FORTY-SIXTH STREET

NEW YORK

MORGAN S. KAUFMAN,
LAMBERT J. FOULK,
Receivers

Telephone
Wickersham 2-0054

July 14, 1937.

Hon. Thomas G. Haight,
15 Exchange Place,
Jersey City, N. J.

Dear Judge Haight:

I am herewith enclosing copy of a letter received from MacCoy, Brittain, Evans & Lewis, in re Universal Oil Products Co. vs. Crew Levick Co. The original letter I mailed to Mr. Charles M. Thomas.

Very truly yours,

(Sgd.) Morgan S. Kaufman
Morgan S. Kaufman

MSK:GCM
Enc.

Amici Exhibit 196

July 17, 1937.

Universal Oil Products Co. v. Crew Levick Co.

Dear Mr. Kaufman:

In Judge Haight's absence, I acknowledge with thanks receipt of your letter of July 14th with enclosure in the above matter. I have communicated the contents of same to Judge Haight.

Sincerely yours,

(Sgd.) Marguerite H. Asselin
Secretary.

Mr. Morgan S. Kaufman,
565 Fifth Avenue,
New York City.

Amici Exhibit 196

S. W. STRAUS INVESTING CORPORATION

AND

S. W. STRAUS & CO.
INCORPORATED

565 FIFTH AVENUE AT FORTY-SIXTH STREET

NEW YORK

MORGAN S. KAUFMAN,
LAMBERT J. FOULK,
Receivers

Telephone
Wickersham 2-0054

August 17, 1937.

Hon. Thomas G. Haight,
15 Exchange Place,
Jersey City, N. J.

Re: Universal v. Crew Levick

Dear Judge Haight:

I am herewith enclosing copy of Defendant's Answer to Plaintiff's Interrogatories which was mailed me today.

Very truly yours,

(Sgd.) Morgan
Morgan S. Kaufman

MSK:GCM
Enc.

Amici Exhibit 196

August 19, 1937.

Mr. Morgan S. Kaufman,
S. W. Straus & Co.,
565 Fifth Avenue,
New York City.

Dear Mr. Kaufman:

Thank you for your letter of August 17th, together with the copy of Defendant's Answer to Plaintiff's Interrogatories.

When Judge Haight returns from his vacation after Labor Day, we will bring this to his attention.

Very truly yours,

(Sgd.) Wall, Haight, Carey & Hartpence

GGT*GS

Amici Exhibit 196

S. W. STRAUS INVESTING CORPORATION

AND

S. W. STRAUS & CO.
INCORPORATED

565 FIFTH AVENUE AT FORTY-SIXTH STREET

NEW YORK

MORGAN S. KAUFMAN,
LAMBERT J. FOULK,
Receivers

Telephone
Wickersham 2-0054

September 15, 1937.

Hon. Thomas G. Haight,
15 Exchange Place,
Jersey City, N. J.

Re: Universal Oil Products vs. Crew Levick

Dear Judge Haight:

I am herewith enclosing Particulars filed by the Defendant in the above case.

Kindest regards,

Sincerely yours,

(Sgd.) Morgan S. Kaufman
Morgan S. Kaufman

MSK:GCM
Enc.

Amici Exhibit 196

September 16, 1937.

Universal Oil Products v. Crew-Levick

Dear Morgan:

I acknowledge with thanks receipt of your letter of the 15th with enclosure in the above matter.

Sincerely yours,

(Sgd.) T. G. Haight

Mr. Morgan S. Kaufman,
565 Fifth Avenue,
New York City.

Amici Exhibit 197

COPY

June 6th, 1932.

Universal Oil Products Company,
Chicago, Illinois.

—Services of Mr. Belknap—

May 2nd to 26th, 1932

Time spent in Chicago going over various matters relative to suits and interferences with Gary; time spent in Washington re Winkler-Koch suit with Messrs. Hall, Thomas, Burns, Gary, Alexander, Lewis and witnesses relative to proofs in Root case, several long distance telephonic interviews with Judge Haight; also time spent re various interference matters with Thomas and Burns, and conferences re questions on appeal; two long distance telephonic interviews with Gary in New York and Mr. Dubbs in Chicago on Lincoln Clark matter; time spent in trip to New York, conference with Judge Haight at his home, and conference with Mr. Halle, later conferences with Messrs. Hall, Haight, Thomas, Halle, Behrens and Seguy, largely re Winkler-Koch suits; also attending meeting of representatives of various companies interested in Universal; return to Washington, further time spent with Messrs. Thomas, Hall, Seguy and Burns re preparation of Winkler-Koch suits, talk with various prospective witnesses; left again for New York; long distance telephonic interview with Mr. Dearborn from Washington, and conference with Mr. Dearborn in New York re Sinclair situation, and also re Winkler-Koch case; also conference with Messrs. Halle and Behrens; Charge for services (13 days) .....

Amici Exhibit 197

COPY June 6th, 1932.

Universal Oil Products Company,
Chicago, Illinois.

—Expenses of Mr. Belknap—

May 2-26, 1932

Expenses of Mr. Belknap for hotels, personal, etc.....
Railroad fare and Pullman, Chicago to Washington, three round trips Washington to New York and return, New York to Chicago .....
Long distance calls and telegrams during above period.....
.....

Amici Exhibit 198

UNITED STATES CIRCUIT COURT OF APPEALS

THIRD JUDICIAL DISTRICT

CIRCUIT JUDGES:
Joseph Buffington, Pittsburgh, Pa.
Victor B. Woolley, Wilmington, Del.
J. Warren Davis, Trenton, N. J.
J. Whitaker Thompson, Philadelphia, Pa.

CHAMBERS OF JUDGE WOOLLEY
Wilmington, Del.

September 25, 1934.

Honorable Thomas G. Haight,
Wall, Haight, Carey & Hartpence,
Jersey City, New Jersey.

Dear Judge Haight:

This morning I have a letter from Judge Denison, counsel in Universal Oil Products Company vs. Root Oil Company, a copy of which he says he sent to you. As you may remember, as soon as an appeal is taken, the clerk of the district court notifies our clerk and he acts with respect to publication as though it were in our court. This greatly expedites the disposition of appeals. It also at times produces a situation such as this one, about which counsel become perturbed. Before submitting this matter to my associates and before answering Judge Denison, would you be good enough to let me have your views touching the matters to which he points in his letter.

I sincerely hope that this summer has put roses in your checks and an iron rod in your backbone and that you are prepared for a big winter's work.

Sincerely yours

(Sgd.) VICTOR B. WOOLLEY.

Amici Exhibit 199

Saturday, December 1, 1934

Court is opened pursuant to adjournment.

No. 5537

Virginia E. MacLaughlin, Admx. of the Estate of Joseph S. MacLaughlin, Deceased, late Collector of Internal Revenue,

Appellant,

—vs—

Westmoreland Coal Co.,

Appellee

Per Curiam:

Opinion affirming the judgment of the District Court.

Woolley, Circuit Judge:

Adjourned until Monday, December 3, 1934

Monday December 3, 1934

Court is opened pursuant to adjournment.

No. 5283

Commissioner of Internal Revenue,

Petitioner

—vs—

Edward B. Robinette,

Respondent

Per Curiam:

Opinion affirming order or decree of the Board of Tax Appeals.

Thompson, Circuit Judge:

Order as above.

Amici Exhibit 199

No. 5167

Crossett Western Co.,

Petitioner,

—vs—

Comr. Internal Revenue,

Respondent

Davis, Circuit Judge:

Order denying petition for rehearing.

No. 5230

Koppel Industrial Car & Equipment Co.,

Appellant,

—vs—

Blaw-Knox Co.,

Appellee

Thompson, Circuit Judge:

Order denying petition for rehearing.

No. 5411

Virginia E. MacLaughlin, Admx. Est. Joseph S. MacLaughlin, late Collector of Internal Revenue,

Appellant

—vs—

Philadelphia Contributionship for the Insurance of Houses, etc.,

Appellee

Davis, Circuit Judge:

Order denying petition for rehearing.

Amici Exhibit 199

No. 5291

Charles Potter Titsworth,
Petitioner,

—vs—

Commissioner of Internal Revenue,
Respondent

Thompson, Circuit Judge:

Order denying petition for rehearing.

Adjourned until Tuesday, December 4, 1934

Tuesday, December 4, 1934

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. J. Warren Davis
Hon. J. Whitaker Thompson

Wm. P. Rowland, Clerk

Maurice W. Sloan moves admission of Maurice P. Phillips, of St. Louis, Mo., bar. — Admitted.

Amici Exhibit 199

No. 5247

Frank Rizzo, Claimant,

Appellant,

—vs—

United States,

Appellee

Harlan Besson, U. S. Attorney for New Jersey, makes statement as to proceedings leading to the stay of the sale of a cargo of alcohol in this case.

David Cahill explains the notice of the Lien of the Government tax given to purchasers at the sale.

Harry H. Weinberger opposes obstruction of sale.

Harlan Besson presents request on behalf of Public Health Service for leave to bid at the sale on 10,000 gal. lots.

Buffington, Circuit Judge:

Order fixing terms of sale.

Amici Exhibit 199

No. 5670

A. W. Boyer, et al., Chief Officers of Penna. Division of Travelers Protective Assn.,

Appellants

—vs—

The Travelers Protective Assn.,

Appellee

Thomas J. Mullaney moves for restraining order pending outcome of appeal.

Maurice P. Phillips opposes motion and requests argument on the merits of the appeal at once.

Court states it will hear whole case Monday, December 10th, and that it will make an order for release of the funds of the appellants sufficient for printing record and brief.

Per Curiam:

"It is ordered that the Pennsylvania Co., etc. pay out of the funds now on deposit with it standing to credit of the Pennsylvania Division of the Travelers Protective Association of America, on its books, the following sums:

(a) To George S. Brodbeck, Clerk of the District Court of the U. S., $5,00 covering costs of filing transcript of record with the Clerk of the Circuit Court of Appeals of the U. S.,

(b) To William P. Rowland, Clerk of the Circuit Court of Appeals of the U. S., a sum not to exceed Ninety-five Dollars (95.00) to cover the costs of printing the record and brief of the plaintiffs-appellants.

Amici Exhibit 199

No. 5679

United States, ex rel. Thomas Wampler,
Appellant,

—vs—

Henry C. Hill, Warden, etc.,
Appellee

M. D. Pa.

Argued:

Joseph C. Turco opens for appellant.
William J. Hughes, Jr., continues for appellant.
Cornelius Mundy, Special Asst. to Attorney General, opens for appellee.
Bernard J. Flynn, U. S. Attorney for Maryland, continues for appellee.
William J. Hughes, Jr., closes for appellant.

c. a. v.

No. 5624

Albert L. Walters, et al.,
Appellants,

—vs—

Baltimore & Ohio R. R. Co.,
Appellee

W. D. Pa.

Argued:

John Duggan, Jr., opens for appellants.
William H. Eckert opens for appellee.
John Duggan, Jr., closes for appellants.

c. a. v.

Amici Exhibit 199

No. 5588

Guarantee Trust Co.,

Appellant,

—vs—

Clifford C. Collins, et al.,

Appellees

D. N. J.

Argued:

C. L. Cole opens for appellant.
Walter Carson opens for appellees.
C. L. Cole closes for appellant.

c.a.v.

No. 5528

John E. Delaney,

Appellant,

—vs—

United States,

Appellee

D. N. J.

Argued:

Harry H. Weinberger opens for appellant.
Walter B. Petry opens for appellee.
Harry H. Weinberger closes for appellant.
Walter B. Petry closes for appellee.

c.a.v.

Amici Exhibit 199

No. 5441

Taylor-Wharton Iron & Steel Co.,
Petitioner,

—vs—

Comr. Internal Revenue,
Respondent

Per Curiam:

Opinion affirming the order or decree of the B.T.A. Woolley, Circuit Judge:

Order as above.

No. 5495

The O. Hommel Co.,
Appellant.

—vs—

W. M. Jackson,
Appellee

Per Curiam:

Opinion affirming judgment of the District Court. Woolley, Circuit Judge:

Order as above

No. 5552

Edward W. Wright,
Petitioner,

—vs—

Comr. Internal Revenue,
Respondent

Davis, Circuit Judge:

Order dismissing appeal.

Amici Exhibit 199

No. 5608

Pennsylvania Indemnity Co.,
Petitioner,

—vs—

Comr. Internal Revenue,
Respondent

B.T.A.

Argued:

Frederick E. S. Morris opens for petitioner.
Arnold Raum opens for respondent.
Frederick E. S. Morrison closes for petitioner.

C.A.V

No. 5553

Comr. Internal Revenue,
Petitioner

—vs—

Charles C. Riggs,
Respondent

No. 5554

Comr. Internal Revenue,
Petitioner,

—vs—

Arthur J. Lamborn,
Respondent

No. 5555

Comr. Internal Revenue,
Petitioner,

—vs—

George H. Logan,
Respondent

Amici Exhibit 199

No. 5556

Comr. Internal Revenue,

Petitioner

—vs—

Karl E. Lindgren,

Respondent

Argued:

Lucius A. Buck opens for petitioner in all four cases.
Warren W. Grimes opens for respondents.
Lucius A. Buck closes for petitioner.

c.a.v

No. 5455

Commercial National Bank of Phila,

Appellant,

—vs—

J. Howard Reber, petitioner, in behalf of Norman Klauder, Recvr. in Equity of Weco Marble Co., and in behalf of receivers of any and all other equity depositors in Commercial National Bank of Philadelphia,

Appellee

Per Curiam:

Opinion dismissing appeal from the order of November 24, 1933 of the District Court.

Woolley, Circuit Judge:

Order as above.

No. 5266

Canister Co.,

Appellant,

—vs—

Wood & Selick, Inc.,

Appellee

Per Curiam:

Opinion denying petitions for rehearing.
Adjourned until Wednesday, December 5, 1934

Amici Exhibit 199

Wednesday, December 5, 1934

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. J. Warren Davis
Hon. J. Whitaker Thompson

Wm. P. Rowland, Clerk

Lucius A. Buck moves admission of Harrison B. McCawley, member of the bar of the Court of Appeals of the District of Columbia. — Admitted.

Lucius A. Buck moves admission of Warren W. Grimes. Member of the bar of the highest Court of Connecticuit. Admitted.

Address by Judge Buffington to students from the Phila. Navy Yard, who are continuing a supplemental course there after graduation from the Naval Academy at Annapolis, supplemented by remarks by Judges Davis and Thompson.

No. 5587

Liberty Service Corp.,

Petitioner,

—vs—

Comr. Internal Revenue,

Respondent

B. T. A.

Argued:

Arthur H. Deibert opens for petitioner.
Thomas A. Carpenter opens for respondent.
Arthur H. Deibert closes for petitioner.

c. a. v.

Amici Exhibit 199

No. 5607

Margaret C. Elfreth and Wm. M. Clevenger,
Appellants,

—vs—

Laurence A. Slaughter, Recvr.
Union National Bank of Atlantic City,
Appellee

Argued:

Thomas R. Clevenger opens for appellants.
Harry R. Coulomb opens for appellee.
Thomas R. Clevenger closes for appellants.

c. a. v.

No. 5532

Frank A. Paul,
Appellant,

—vs—

United States,
Appellee

E. D. Pa.

Argued:

Thomas I. Guerin opens for appellant.
Thomas J. Reilly opens for appellee.
Thomas I. Geurin closes for appellant.

c. a. v.

No. 5247

Frank Rizzo, Claimant, etc.,
Appellant,

—vs—

United States,
Appellee

Per Curiam:

Order denying petition for rehearing.
Adjourned until Thursday, December 6, 1934

Amici Exhibit 199

Thursday, December 6, 1934

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. J. Warren Davis
Hon. J. Whitaker Thompson

Wm. P. Rowland, Clerk

Wm. P. Rowland moves admission of Ella Graubert, member of the bar of the U. S. District Court for the Western District of Pennsylvania. — Admitted.

Wm. P. Rowland moves admission of Harry Marselli, member of the bar of the U. S. District Court for the Eastern Dist. of Missouri, and Special Assistant to the Attorney General, Washington. — Admitted.

No. 5720

Frysinger Evans, et al., etc.,
Appellants,

—vs—

Phila. Co. for Guaranteeing Mortgages, etc.,
Appellees

Walter Biddle Saul moves to advance case and add to current list for hearing.

Frysinger Evans opposes motion and requests case take its ordinary course.

V. Gilpin Robinson opposes motion.

Walter Biddle Saul concludes in support of motion.

Court directs that case be docketed, the record printed, and case added to the current list for argument in the latter part of the second week of January, 1935.

Amici Exhibit 199

No. 5585

Bernard P. Wallace, et al.,
Appellants,

—vs—

R. E. Stone Co.,
Appellee

Argued:

E. C. Higbee opens for appellants,
A. M. Simon opens for appellee.

c. a. v.

No. 5597

Anna M. Chanbers, et al., Trustees
u/w Fred N. Chambers,
Petitioners,

—vs—

Comr. Internal Revenue,
Respondent

(B. T. A. 55713)

No. 5598

Anna M. Chanbers, et al., Trustees
u/w Fred N. Chanbers,
Petitioner,

—vs—

Comr. Internal Revenue,
Respondent

(B. T. A. 64538

Argued:

J. Villard Frampton opens for petitioners.
Harry Marselli opens for respondent.
J. Villard Frampton closes for petitioners.

c. a. v.

Amici Exhibit 199

No. 5502

Robert J. McKay, et al., Trustees,
Appellants,

—vs.—

Arthur R. Atwood, Recvr. Duquesne National Bank of Pittsburgh,
Appellee

W.D. Pa.

Argued:

Ella Graubert opens for appellants.
Mortimer B. Lesher opens for appellee.
Ella Graubert closes for appellants.

c.a.v.

No. 5544

Thomas Shalcross, Jr., et al., Recvrs. for Phila. Co. for Guaranteeing Mortgages,
Appellants,

—vs—

James L. Rankin, et al., Recvrs. Lehigh Silk Hosiery Mills; Wm. R. Nicholson, Jr., Frank R. Davis and 1st Nat. Bank of Phila., Exrs. Est. Harry Brocklehurst, dec'd.,
Appellees

E.D. Pa.

Argued:

Thomas P. Mikell opens for appellants.
John Dickey, Jr., opens for appellees.
Thomas P. Mikell closes for appellants.

c.a.v.

Amici Exhibit 199

No. 5699

Pittsburgh Athletic Co.,
Petitioner,

—vs—

Comr. Internal Revenue,
Respondent

Per Curiam:

Order dismissing appeal on agreement of counsel.

No. 5302

Commissioner of Internal Revenue,
Petitioner,

—vs—

Wm. S. Linderman, Exr. last Will of Mary M. Bindley, dec'd.,
Respondent

Davis, Circuit Judge:

Opinion of the Court affirming the order or decree of the Board of Tax Appeals.

Order as above.

Thompson, Circuit Judge:

Dissenting opinion.

Adjourned until Friday, December 7, 1934

Friday, December 7, 1934

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. J. Warren Davis
Hon. J. Whitaker Thompson
Wm. P. Rowland, Clerk

Thomas G. Haight moves admission of Harold Olsen, of St. Paul, Minn. Admitted.

Amici Exhibit 199

No. 5483

Worthington Mower Co.,

Appellant,

—vs—

Theron L. Gustin, doing business as Philadelphia Toro Co.,

Appellee

(Patent 1398481)

No. 5578

Worthington Mower Co.,

Appellant,

—vs—

Theron L. Gustin, doing business as Philadelphia Toro Co.,

Appellee

(Patent 1212722)

E.D. Pa.

Argued:

Thomas G. Haight opens for appellant.
Amasa C. Paul opens for appellee.
Thomas G. Haight closes for appellant.

c.a.v.

No. 5520

Mary A. B. duPont Laird, et al., Exrs. Est. Wm. Winder Laird,

Petitioners,

—vs—

Comr. Internal Revenue,

Respondent

V.T.A.

Argued:

Aaron Finger opens for petitioners.
Frank S. Bright continues for petitioners.
L. W. Post opens for respondent.
Aaron Finger closes for petitioners.

c.a.v.

Amici Exhibit 199

No. 5592

United States, ex rel. Robert Brown,
Appellant,

—vs—

Henry C. Hill, Warden, etc.,
Appellee

Per Curiam:

Opinion affirming the order of the District Court of August 6, 1934 dismissing the writ of habeas corpus

Woolley, Circuit Judge:

Order as above.

Adjourned until Monday, December 10, 1934

Monday, December 10, 1934

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. J. Warren Davis
Hon. J. Whitaker Thompson
Wm. P. Rowland, Clerk

No. 5247

Frank Rizzo, Claimant, etc.,
Appellant,

—vs—

United States,
Appellee

Harlan Besson, U. S. Attorney for N. J., reports result of sale of alcohol and files Marshal's return thereof.

David Cahill, Special Asst. to Attorney General, states Government's position on the question of tax on this alcohol.

Harry H. Weinberger opens for appellant and urges confirmation of the same.

Lucian Y. Ray, Special Asst. to Attorney General, opposes confirmation of the sale.

Amici Exhibit 199

Coram: Buffington, Woolley and Davis, JJ.

No. 5503

Realty Acceptance Corp.,

Appellant,

—vs—

Henry G. Montgomery,

Appellee

Dist. Del.

Argued:

Charles F. Curley opens for appellant.
Thomas J. Crawford opens for appellee.
R. Randolph Hicks closes for appellant.

c.a.v.

No. 5545

Nancy K. McFeely,

Petitioner,

—vs—

Comr. Internal Revenue,

Respondent

Per Curiam:

Opinion affirming the order or decree of the Board of Tax Appeals.
Order as above.

No. 5505

Commercial Casualty Insurance Co.,

Petitioner

—vs—

Comr. Internal Revenue,

Respondent

Per Curiam:

Opinion affirming order or decree of the Board Tax Appeals.
Order as above.

Amici Exhibit 199

No. 5209

Morris Weinroth,

Appellant,

—vs—

United States,

Appellee

Woolley, Circuit Judge:

Opinion reversing the judgment of the District Court and awarding a new trial.

Order as above.

Coram: Woolley, Davis and Thompson, JJ

No. 5670

A. W. Boyer, et al., Chief Officers of Penna. Division of Travelers Protective Assn.,

Appellants,

—vs—

The Travelers Protective Assn.,

Appellee

E. D. Pa.

Argued:

Thomas J. Mullaney opens for appellants.

Maurice P. Phillips opens for appellee.

Thomas J. Mullaney closes for appellants

c. a. v.

No. 5632

Abraham Dektor,

Appellant,

—vs—

Overbrook Nat'l. Bank of Phila., Paul J. Quinn, Recvr.,

Appellees

E. D. Pa.

Argued:

Reuben Levi opens for appellant.

Thomas F. Mount opens for appellee.

Reuben Levi closes for appellant. c. a. v.

Adjourned until Tuesday, December 11, 1934

Amici Exhibit 199

Tuesday, December 11, 1935

Court is opened pursuant to adjournment.

Present: Hon. Victor B. Woolley
Hon. J. Warren Davis
Hon. J. Whitaker Thompson
Wm. P. Rowland, Clerk

No. 5247

Frank Rizzo, Claimant, etc.,
Appellant,

—vs—

United States,
Appellee

Court announces that it will confirm the sale as made by the Marshal of the liquor in question in this case.

Lucian Y. Ray, Spec. Asst. to Attorney General, asks leave to object to such confirmation.

Per Curiam:

Order of Confirmation of Sale.

Buffington, C. J., Exception to entry of order signed and sealed.

No. 5627

United States,
Appellant,

—vs—

Graham Wood, et al., Exrs. u/w George Wood, dec'd,
Appellee

E. D. Pa.

Argued:

Thomas A. Carpenter opens for appellant.

Robert T. McCracken opens for appellee.

c. a. v.

Amici Exhibit 199

No. 5543

Sley System Garages,

Appellant,

—vs—

United States,

Appellee

No. 5542

Harry Sley,

Appellant

—vs—

United States,

Appellee

E. D. Pa.

Robert V. Bolger presents Henry W. Edgerton, who will argue for the Government.

Argued:

Marshall A. Coyne opens for appellants.
Henry W. Edgerton opens for appellee.

c. a. v.

No. 5525

Jacob L. Newman, Recvr. Union Indemnity Co.,

Appellant,

—vs—

1st National Bank of E. Rutherford and Daniel P. Westbrook, Recvr.,

Appellees

Amici Exhibit 199

No. 5596

Daniel P. Westbrook, Rcvr. 1st National Bank of E. Rutherford,
Appellant,

—vs—

Jacob L. Newman, Rcvr. Union Indemity Co.,
Appellee

D. N. J.

Argued:

Lionel P. Kristeller opens for plaintiff.
John W. Ockford opens for defendant.

c. a. v.

No. 5273

J. T. Kessler,
Appellant,

—vs—

Joseph A. Beck, et al., Rcvrs. Butler County Oil Refining Co., et al.,
Appellees

W. D. Pa.

Per Curiam:

Opinion affirming the decree of the District Court.
Order as above.

Adjourned until Thursday, Dec. 12, 1934

Amici Exhibit 199

Thursday, Dec. 12, 1934

Court is opened pursuant to adjournment.

Present: Hon. Victor B. Woolley
Hon. J. Warren Davis
Hon. J. Whitaker Thompson
Wm. P. Rowland

William H. Davis moves admission of Alexander C. Neave, of New York. — Admitted.

No. 5548

Township of Delaware, J. J.,
Appellant,

—vs—

Central-Penn National Bank of Phila.,
Appellee

Argued:

Cornelius O. Donahue opens for appellant.
F. Morse Archer, Jr., opens for appellee.

c. a. v.

Amici Exhibit 199

No. 5625

Hookless Fastener Co.,

Appellant,

—vs—

Lion Fastener, Inc.,

Appellee

W.D.Pa.

Argued:

Jo Baily Brown opens for appellant.

Hugh C. Lord opens for appellee.

c.a.v

No. 5443

George Lewis McCarthy and Recordak Corp., Appellants,

—vs—

National Perforator Co., Inc.,

Appellee

E.D.Pa.

Argued:

William H. Davis opens for appellants.

Basel H. Brune opens for appellee.

William H. Davis closes for appellant.

c.a.v

No. 5522

Yukon Lumber Co.,

Appellant,

—vs—

Mary Medven,

Appellee

Per Curiam:

Opinion affirming the judgment of the District Court.

Order as above.

Adjourned until Thursday, December 13, 1934

Amici Exhibit 199

Thursday, December 13, 1934

Court is opened pursuant to adjournment.

Present: Hon. Victor B. Woolley
Hon. J. Warren Davis
Hon. J. Whitaker Thompson

Wm. P. Rowland, Clerk

George M. Stevens moves admission of Ralph C. Binford. Admitted.

James Milholland moves admission of John A. Metz, Jr., of Pittsburgh bar. Admitted.

No. 5498

Benjamin H. Werner,

Appellant,

—vs—

A. P. Zintsmaster,

Appellee

W.D.Pa.

Argued:

John A. Metz, Jr., opens for appellant.
James Milholland opens for appellee.
John A. Metz, Jr., closes for appellant.

c.a.v.

Amici Exhibit 199

No. 5569

Grover C. Richman, Recvr.
Collingswood Nat'l Bank,

Appellant,

—vs—

First Methodist Episcopal
Church of Collingswood, N. J.

Appellee

No. 5577

First Methodist Episcopal Church
of Collingswood, N. J.,

Appellant,

—vs—

Grover C. Richman, Recvr. Collingswood Nat'l. Bank, and M. F. Shute, its Conservator,

Appellees

D. N. J.

Argued:

George M. Stevens opens for Richman, Receiver.
Ralph C. Binford continues for Richman, Receiver.
Harry F. Stockwell opens for 1st Methodist Episcopal Church.
George M. Stevens closes for Receiver.

No. 5551

Irving Air Chute Co.,

Appellant,

—vs—

Switlik Parachute & Equipment Co.,

Appellee

D. N. J.

Argued:

Alexander C. Neave opens for appellant.
Daniel L. Morris opens for appellee.

c.a.v.

Amici Exhibit 199

No. 5703

United States,

Appellant,

—vs—

Selma Glenn,

Appellee

E. D. Pa.

Paul W. Knox moves to add case to the current list for argument and for leave to file typewritten brief for appellee, stating that the United States Attorney has been informed and does not object.

Court directs case be added to list and grants leave to file typewritten brief for appellee.

James Todaro opposes motion, stating he was unable to be in Court when case was called.

No. 5247

Frank Rizzo, Claimant, etc.,

Appellant,

—vs—

United States,

Appellee

Per Curiam:

Order to move vessel with contents, and that risk of moving same and the cost to convey vessel and cargo shall be borne by the applicant, Reo Distillers, Inc.

Adjourned until Friday, December 14, 1934

Amici Exhibit 199

Friday, December 14, 1935

Court is opened pursuant to adjournment.

Present: Hon. Victor B. Woolley
Hon. J. Warren Davis
Hon. J. Whitaker Thompson

Wm. P. Rowland, Clerk

No. 5266

Canister Co.,

Appellant,

—vs—

Wood & Selick, Inc.

Walter L. McDermott opens for appellee as to form of mandate to issue in this case and submits memorandum thereon.
Warwick Potter Scott submits proposed form of judgment.

c.a.v.

No. 5487

Franco-Wyoming Oil Co.,

Appellant,

—vs—

David Ehrlich,

Appellee

Dist. Del.

Argued:
E. Ennalls Berl opens for appellant.
Arthur G. Logan opens for appellee.

c.a.v.

Amici Exhibit 199

No. 5541

Alfred Rietzsch, Admr. Est.
Robert Zahn, dec'd.,

Appellant,

—vs—

David Paradis, Ludgig D. Beiser,
and Nathan Kosminsky,

Appellees

D.N.J.

Meyer D. Siegel moves for postponement, asking that case be heard with three other appeals arising out of the same general controversy.

Court states it will not continue case for term, but will postpone it until the January period of the current term, when all of the appeals will be considered together.

Coram: Davis, Thompson, Circuit Judges
Fake, District Judge

No. 5303

General Baking Co.,

Appellant,

—vs—

Wm. D. Gordon, Secretary of Banking
of Pennsylvania, etc.,

E.D.Pa.

Re-Argued:

William J. Conlen opens for appellant.
George E. Beechwood continues for appellant.
Claude B. Wagoner opens for appellees.

c.a.v.

Amici Exhibit 199

Coram: Woolley, Davis, Thompson, JJ.

No. 5580

Utilities Service, Inc.,
Appellant,

—vs—

John H. Walke,
Appellee

M.D.Pa.

Argued:
Edward A. Hathaway opens for appellant.
William M. Reese opens for appellee.

c.a.v.

No. 5488

Firestone Tire & Rubber Co.,
Appellant,

—vs—

Lawrence Friedman, Successor
to Louis Greenberger, Trustee
in bankruptcy for National Tire Co.,
Appellee

Per Curiam:
Opinion affirming the judgment of the District Court.
Order as above.

Adjourned until Tuesday, December 18, 1934

Amici Exhibit 199

Tuesday, December 18, 1934

Court is opened pursuant to adjournment.

No. 5713

Commissioner of Internal Revenue,
Petitioner,

—vs—

Frank Cowan,
Respondent

Per Curiam:
Order dismissing appeal on agreement of counsel.

No. 5679

United States, ex rel. Thomas M. Wampler,
Appellant,

—vs—

Henry C. Hill, Warden, U. S. Northeastern Penitentiary,
Appellee

Buffington, Circuit Judge:
Opinion affirming the order of the District Court dismissing the writ of habeas corpus.

Per Curiam:
Order as above.

No. 5463

G. S. Rogers, trading as Rex Duplex Fitting Co., and R. W. Dusenberry,
Appellants,

—vs—

Alemite Corp.,
Appellee

Per Curiam:
Opinion affirming the decree of the District Court.
Order as above.

No. 5385

J. R. Wood & Sons, Inc.,

Appellant,

—vs—

Abelson's Inc.,

Appellee

Buffington, Circuit Judge:

Opinion reversing the decree of the District Court, with directions to the said District Court to enter a new decree declaring the patent in suit valid and infringed, and awarding an accounting.

Order as above.

Adjourned until Wednesday, December 19, 1935

Wednesday, December 19, 1935

Court is opened pursuant to adjournment.

No. 5464

Court is opened pursuant to adjournment.

No. 5464

Phillip Adam Brunn, et al., partners trading as Ingomar Lumber Co.,

Appellants,

—vs—

Louis J. Wichser, Admr. of the Est. of Annie C. Wichser and Amelia J. Wichser, deceased, and Concord Premium Bldg. & Loan Assn.,

Appellees

Woolley, Circuit Judge:

Opinion affirming orders of January 10, 1934 of the District Court.

Order as above.

Amici Exhibit 199

No. 5679

United States, ex rel. Thomas M. Wampier,
Appellant

—vs—

Henry C. Hill, Warden, U. S.
Northeastern Penitentiary,
Appellee

Per Curiam:

Order that mandate issue.

No. 5714

General Talking Pictures Corp.,
DeForest Phonofilms, Inc., and
Lee DeForest,
Appellants,

—vs—

American Tri-Ergon Corp., et al.,
Appellees

Buffington, Circuit Judge:

Order that for the purposes of the record before the Court of Appeals, that the reprinting of that part of the record comprising the testimony in Plaintiff's Exhibits 108 and 108A may be dispensed with, providing that at the hearing of the case on appeal, four copies each of the interference record for Engl, et al. and De-Forest as printed and filed in the United States Patent Office are made available to the Court.

Adjourned until Thursday, December 20, 1934

Amici Exhibit 199

Thursday, December 20, 1934

Court is opened pursuant to adjournment.

No. 5471

Commissioner of Internal Revenue,
Petitioner,

—vs—

Petroleum Reclamation Co.,
Respondent

No. 5472

Commissioner of Internal Revenue,
Petitioner,

—vs—

Petroleum Reclamation Corp.
Respondent

Buffington, Circuit Judge:

Opinion reversing the order or decree of the Board of Tax Appeals.
Orders as above.

Adjourned until Friday, December 21, 1934

Amici Exhibit 199

Friday, December 21, 1934

Court is opened pursuant to adjournment.

No. 5600

Hugrade Sylvania Corp.,
Appellant,

—vs—

Radio Corp. of America,
Appellee

Thompson, Circuit Judge:

Order dismissing appeal on agreement of counsel.

No. 5601

Hygrade Sylvania Corp.,
Appellant,

—vs—

Radio Corp. of America,
Appellee

Thompson, Circuit Judge:

Order dismissing appeal on agreement of counsel.

No. 5602

Hygrade Sylvania Corp.,
Appellant,

—vs—

General Electric Co.,
Appellee

Thompson, Circuit Judge:

Order dismissing appeal on agreement of counsel.
Adjourned until Wednesday, December 26, 1934

Amici Exhibit 199

Wednesday, December 26, 1934

Court is opened pursuant to adjournment.

No. 5719

Societe Anonyme de la Benedictine Distillerie de la Liquer de L'Ancienne Abbaye de Fecamp,

Appellee

ads.

Jacob Englander, trading as Franklin Stores,

Appellant.

Thompson, Circuit Judge:

Order extending for thirty days after this date the time for filing record.

Adjourned until Thursday, December 27, 1934

Thursday, December 27, 1934

Court is opened pursuant to adjournment.

No. 5510

J. Edgar Hustead, substituted for Lloyd Littrell, Rcvr. Monogahela National Bank of Brownsville, Pa.,

Appellant,

—vs—

Lillit Kutz Barron,

Appellee

Buffington, Circuit Judge:

Opinion reversing the judgment of the District Court.

Per Curiam:

Order as above.

Amici Exhibit 199

No. 5670

A. W. Boyer, et al., individually in their own behalf, and as its cheif officers, who, with others, constitute the Pennsylvania Division of Travelers Protective Assn. of America,

Appellants,

—vs.—

Travelers Protective Assn. of America,

Woolley, Circuit Judge:

Opinion affirming decree of the District Court.

Order as above.

Adjourned until Friday, December 28, 1934

Friday, December 28, 1934

Court is opened pursuant to adjournment.

No. 5703

United States,

Appellant,

—vs.—

Selmar Glenn,

Appellee

Davis, Circuit Judge:

Order dismissiong appeal on agreement of counsel.

Adjourned until Wednesday, January 2, 1935

Amici Exhibit 199

UNITED STATES OF AMERICA
EASTERN DISTRICT OF PENNSYLVANIA } *Set.*
THIRD JUDICIAL CIRCUIT

I, WM. P. ROWLAND, Clerk of the United States Circuit Court of Appeals for the Third Circuit, DO HEREBY CERTIFY the foregoing to be a true and faithful copy of the original Pages 3241 to 3277 inclusive, of the Minutes of the Clerk of the United States Circuit Court of Appeals for the Third Circuit, on file, and now remaining among the records of the said Court, in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Court, at Philadelphia, this 2d day of November in the year of our Lord one thousand nine hundred and forty-two, and of the Independence of the United States the one hundred and sixty-seventh.

(SEAL)

WM. P. ROWLAND
Clerk of the U. S. Circuit Court of Appeals,
Third Circuit.

Amici Exhibit 199a

Wednesday, January 2, 1935

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. Victor B. Woolley
Hon. J. Whitaker Thompson

Wm. P. Rowland, Clerk

No. 5696

Robert H. Buchanan, Recvr. South Penn Collieries Co.,
Appellant,

—vs—

Penn Anthracite Collieries Co.,
Appellee

E. D. Pa.

Isaac Pennypacker presents petition for remand of this case to the District Court, without disturbing the pending appeal, so that a more definite and complete decree might be entered by the trial judge, stating that opposing counsel had been informed of this application and did not oppose it.

Granted, order to be prepared by counsel.

Per Curiam:

And now, the 2d day of January, 1935, upon consideration of the petition, dated December 28, 1934, for a remand of the cause for the purposes stated in said petition, and it appearing that notice of hearing thereof has been given to counsel for appellee, who has not objected thereto,

Amici Exhibit 199a

It is hereby ordered that the cause be remanded to the District Court of the United States for the Eastern District of Pennsylvania, in order that a more full and definite decree or order may be entered therein so disposing of the Report of the Special Master, of the Receiver's exceptions thereto, and of questions of costs in connection therewith, that such further order of the District Court may be the subject of a separate appeal, or cross appeal, to be heard in conjunction with the appeal heretofore taken by Robert H. Buchanan, Receiver, whose rights in respect thereof will be preserved.

No. 5646

Jacob Grober,

Appellant,

—vs—

Abraham H. Strick, et al.,

Appellees

Dist. N. J.

Argued:

Charles Silber opens for appellant.
Lionel P. Kristeller opens for appellees.
Charles Silber closes for appellant.

c.a.v.

No. 5606

Pittsburgh Plate Glass Co. and Duplate Corp.,

Appellants,

—vs—

Triplex Safety Glass Co.,

Appellees

W. D. Pa.

Amici Exhibit 199a

No. 5626

Triplex Safety Glass Co.,
Appellant,

—vs—

Pittsburgh Plate Glass Co. and Duplate Corp.,
Appellees

W. D. Pa.

Argued:

William Watson Smith opens for Duplate Corp., et al.
Ambrose L. O'Shea opens for Triplex Co.
Drury W. Cooper continues for Triplex Co.
William Watson Smith closes for Duplate Corp., et al.

c.a.v.

No. 5573

Krebs Pigment & Chemical Co.,
and Aetna Casualty & Surety Co.,
Appellants,

—vs—

Dennis T. Sheridan business as Sheridan & Co., Owner of Lighter "Mack",
Appellee

E. D. Pa.

Samuel Fortenbaugh moves for continuance because of the lateness of filing appellant's brief and appellee's inability to reply thereto before next week, stating that opposing counsel do not object.

Continuance granted.

Adjourned until Thursday, January 3, 1935

Amici Exhibit 199a

Thursday, January 3, 1935

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. J. Warren Davis
Hon. J. Whitaker Thompson

Wm. P. Rowland, Clerk

Arthur T. Vanderbilt moves admission of J. Victor Carton, of Asbury Park, N. J.—Admitted.

No. 5605

Westchester Fire Ins. Co.,
Appellant,

—vs—

Emma Myrkle Harder,
Appellee

D. N. J.

Argued:
Arthur T. Vanderbilt opens for appellant.
J. Victor Carton opens for appellee.

c.a.v.

Amici Exhibit 199a

No. 5579

Mutual Life Ins. Co. of N. Y.,
Appellant,

—vs—

Edna S. Sayre,
Appellee

E. D. Pa.

Argued:
Arthur G. Dickson opens for appellant.
Ruby R. Vale opens for appellee.

c.a.v.

No. 5549

Automatic Paper Machinery Co., Inc.,
Appellant,

—vs—

Julius Levine & Co. and Menasha Products Co., (intervenor),
Appellees

D. N. J.

Argued:
George E. Middleton opens for appellant.
Alexander C. Mabee opens for appellee.
George E. Middleton closes for appellant.

c.a.v.

Adjourned until Friday, January 4, 1935

Amici Exhibit 199a

Friday, January 4, 1935

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. Victor B. Woolley
Hon. J. Whitaker Thompson

Wm. P. Rowland, Clerk

David A. Woodcock moves admission of Ellis W. Leavenworth.

Admitted.

No. 5568

Frances Elliott Clark,

Petitioner,

—vs—

Com. Internal Revenue,

Respondent

B. T. A.

Argued:

Albert E. James opens for petitioner.
J. P. Jackson opens for respondent.
Albert E. James closes for petitioner.

c.a.v.

No. 5538

American Cyanamid Co.,

Appellant,

—vs—

Jesse P. Hubbell,

Appellee

D. N. J.

Argued:

Ellis W. Leavenworth opens for appellant.
John E. Hubbell opens for appellee.
Ellis W. Leavenworth closes for appellant.

c.a.v.

Amici Exhibit 199a

No. 5678

Jesse P. Hubbell and Calcyanide Products Corp.,

Appellants,

—vs—

American Cyanamid Co.,

Appellee

D. N. J.

Argued;

John E. Hubbell opens for appellant.
David A. Woodcock opens for appellee.
John E. Hubbell closes for appellant.

c. a. v.

Adjourned until Monday, January 7, 1935.

Monday, January 7, 1935

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. J. Warren Davis
Hon. J. Whitaker Thompson

Wm. P. Rowland, Clerk

Frank S. Busser moves admission of Hon. Arthur C. Denison, former Senior Circuit Judge of the Sixth Circuit. Admitted.

Frank S. Busser moves admission of J. Bernhard Thiess, of Chicago. Admitted.

Frank S. Busser moves admission of Thorley von Holst, of Chicago. Admitted.

Amici Exhibit 199a

No. 5728

Employee Representatives, General Body Committee, Duquesne Plant of the Carnegie Steel Co.,

Petitioner,

—vs—

National Steel Labor Relations Board,

Respondent

George Monk presents petition for review, with request that it be filed and docketed and an order made upon respondent to transmit transcript of record.

Per Curiam:

Order permitting petition for review to be filed and directing that a certified copy of said petition be served upon National Steel Labor Relations Board, and that said Board certify and file in this Court a transcript of record.

No. 5073

Arteraft Silk Hosiery Mills,

Appellant,

—vs—

Gotham Silk Hosiery Co.,

Appellee

Leon Edelson presents petition for leave to file in the District Court a bill in the nature of a Bill of Review because of after discovered evidence.

Samuel E. Darby, Jr., opposes motion.

Amici Exhibit 199a

No. 5546
No. 5648

Root Refining Co.,

Appellant,

—vs—

Universal Oil Products Co.,

Appellee

Dist. Del.

Argued:

Arthur C. Denison opens for appellant.
Thomas G. Haight opens for appellee.
William F. Hall continues for appellee.
Hugh M. Morris continues for appellee.
J. Bernhard Thiess closes for appellant.

c. a. v.

No. 5302

Comr. Internal Revenue,

Petitioner,

—vs—

Wm. S. Linderman, Exr. Last Will and Testament of Mary M. Bindley, dec'd,

Respondent

Davis, Circuit Judge:

Upon the petition of the Commissioner of Internal Revenue for a rehearing of the above-entitled action, and sufficient cause appearing therefor, it is ordered, and this does order, that the petitioner be, and hereby is, granted 60 days from and after the date hereof within which to file his amended or supplemental petition for rehearing.

Amici Exhibit 199a

No. 5730

Hildinger-Bishop Co., also known as Hildinger Enterprises, and Crescent Theatre Co., Inc.,

Petitioners,

—vs—

National Labor Relations Board,

Respondent

Per Curiam:

And now, January 7, 1935, it is ordered that a petition for review of the Order of the National Labor Relations Board may be filed in this Court, that a certified copy of said petition be forthwith served upon the National Labor Relations Board, and that the said National Labor Relations Board do forthwith certify and file in this Court a transcript of the record in said cause.

Tuesday, January 8, 1935

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. Victor B. Woolley
Hon. J. Whitaker Thompson

Wm. P Rowland, Clerk

Adrian Bonnelly moves for admission of William P. Cairo.
Admitted.

Amici Exhibit 199a

No. 5609

Commissioner of Internal Revenue, et al.,

Petitioners,

—vs—

Druggists Specialties Co., Inc.,

Respondent

E. D. Pa.

Argued:

Edward C. Dougherty opens for petitioners-appellants.
David S. Malis opens for appellee.

C. A. V.

No. 5275

Edgar Yeung Fong,

Appellant,

—vs—

United States,

Appellee

E. D. Pa.

Argued:

William P. Cairo opens for appellant.
Adrian Bonnelly continues for appellant.
J. Cullen Ganey opens for appellee.

C. A. V.

No. 5731

Commissioner of Internal Revenue,

Petitioner

—vs—

Irene S. DuPont,

Respondent

Per Curiam:

Order dismissing appeal on agreement of counsel.

Adjourned until Wednesday, January 9, 1935

Amici Exhibit 199a

Wednesday, January 9, 1935

Court is opened pursuant to adjournment.

No. 5673

Arcoil Mfg. Co. and Commercial Trust Company of New Jersey,

Appellant,

—vs—

American Equitable Assurance Co. of New York and American Colony Insurance Co.,

Appellees

Per Curiam:

Ordered that the application to dismiss the appeal in the above entitled cause for lack of prosecution be and the same is hereby granted with costs unless on or before February 3, 1935, the appellants print the record in this cause and bring on the argument of this appeal at the March, 1935 term of this Court, in which event the application is denied without costs.

Adjourned until Thursday, January 10, 1935

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. J. Warren Davis
Hon. J. Whitaker Thompson

Wm. P. Rowland, Clerk

Amici Exhibit 199a

No. 5586

Pennsylvania R. R. Co., et al.,
Appellants,

—vs—

Terminal Warehouse Co.,
Appellee

E. D. Pa.

Argued:

Robert T. McCracken opens for appellants.
John Hampton Barnes continues for appellants.
Thomas Raeburn White opens for appellee.
John Hampton Barnes closes for appellants.

c.a.v.

No. 5725

Blue Valley Creamery Co., et al.,
Appellants,

—vs—

Joseph Steiner, Recvr. of Drive-To Department Store,
Appellee

Joseph Steiner, on his own behalf as Receiver, moves to dismiss appeal.
Leo Blumberg, for appellants, opposes motion.
Joseph Steiner replies.

Court states appeal will not be dismissed.

Amici Exhibit 199a

No. 5724

Blue Valley Creamery Co., et al.,
Appellants,

—vs—

Peter Stone, Revr. R. M. C. Meat Specialist,
Appellee

G. W. Koiba moves to dismiss appeal.
Leo Blumberg, for appellants, opposes motion.

Court states appeal will not be dismissed.

Adjourned until Friday, January 11, 1935

Friday, January 11, 1935

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. J. Warren Davis
Hon. J. Whitaker Thompson

Wm. P. Rowland, Clerk

Amici Exhibit 199a

No. 5541

Alfred Rietzsch, Admr. Est.
Robert Zahn, dec'd,

Appellant,

—vs—

David Paradis, et al.,

Appellees

D. N. J.

Argued:

Max D. Ordmann opens for appellant.
Meyer D. Siegel opens for appellee.

c.a.v.

No. 5720

Frysinger Evans, et al., ind.
and as representing certain owners
of bonds and mortgages,

Appellants,

—vs—

Phila. Co. for Guaranteeing Mort-
gages, et al., etc.,

Appellees

E. D. Pa.

Argued:

Frysinger Evans opens for appellants.
Walter Biddle Saul opens for appellees.
V. Gilpin Robinson closes for appellants.

c.a.v.

Adjourned until Tuesday, January 15, 1935

Amici Exhibit 199a

Tuesday, January 15, 1935

Court is opened pursuant to adjournment.

No. 5736

Charles W. Collier,

Appellant,

—vs—

Charles H. Pearce, Trustee of the Bankrupt Estate of Charles W. Collier; and J. W. Baker Co., Mortgagee,

Appellees

Kirkpatrick, District Judge:

And now, to wit, January 15, 1935, the Court, upon consideration of the within petition, and on motion of John N. Landberg, Esq., counsel of record for petitioner, hereby order and decree that all proceedings, by execution, attachment, and/or sale, against pefitioner's real and personal property, situate in Columbia township, Lancaster County, Pa., be stayed until final determination of this appeal.

Witness the Honorable W. H. Kirkpatrick, Judge of said Third Circuit, and the sale thereof, at Philadelphia, in said judicial district, on the 15th day of January, 1935.

Adjourned until Wednesday, Jan. 16, 1935.

Amici Exhibit 199a

Wednesday, January 16, 1935

Court is opened pursuant to adjournment.

No. 5455

Commercial National Bank,

Appellant,

—vs—

J. Howard Reber, petitioner, in behalf of Norman Klauder, Receiver in Equity of Weco Marble Co.,

Appellee

Woolley, Circuit Judge:

Order denying petition for rehearing.

Adjourned until Thursday, January 17, 1935

Thursday, January 17, 1935

Court is opened pursuant to adjournment.

Present: Hon. Joseph Buffington
Hon. J. Warren Davis
Hon. J. Whitaker Thompson

Wm. P. Rowland, Clerk

No. 5740

Wm. Gordon,

Appellant,

—vs—

Tanqueray Gordon & Co., Ltd.,

Appellee

Oscar W. Jeffery moves for allowance of a supersedeas and stay of the enforcement of the injunction granted by the

Amici Exhibit 199a

District Court, pending the argument and decision of the appeal in this case.

Josiah Stryker opposes motion.

Court directs order be prepared granting supersedeas upon the condition that the case be ready for argument in the first week of the March Term 1935.

Per Curiam:

Order granting supersedeas, upon the definite understanding that the record and briefs be prepared, printed and filed and the case ready for argument in the first week of the March Term, 1935, of this Court.

No. 5169

Victor Talking Machine Co.,
Appellant,

—vs—

David Graves George,
Appellee

Davis, Circuit Judge:

This cause came on to be heard on the transcript of record from the District Court of the United States for the District of New Jersey, and was argued by counsel, and a decision filed January 3, 1934.

Subsequently the Supreme Court of the United States granted a petition for writ of certiorari and filed an opinion thereon reversing the decision of this Court and directing that the appeal be dismissed.

Pursuant to the mandate of the Supreme Court of the United States, to that effect, received and filed in the Court on January 15, 1935.

It is now here ordered, adjudged and decreed that the appeal in the above entitled cause be and the same is hereby dismissed, with costs.

Amici Exhibit 199a

No. 5073

Arterial Silk Hosiery Mills, Inc.,
Appellant,

—vs—

Gotham Silk Hosiery Co., Inc.,
Appellee

Leon Edelson submits Supplemental Petition for Bill of Review on the ground of still further newly discovered evidence.

Samuel E. Darby, Jr., opposes petition.

Charles E. Fox closes for petitioner,

c.a.v.

Adjourned until Friday, January 18, 1935

Friday, January 18, 1935

Court is opened pursuant to adjournment.

No. 5545

Nancy K. McFeely,
Petitioner,

—vs—

Commissioner of Internal Revenue,
Respondent

Per Curiam:

Order denying petition for rehearing.

Adjourned until Wednesday, January 23, 1935

Amici Exhibit 199a

Wednesday, January 23, 1935

Court is opened pursuant to adjournment.

No. 5744

Pittsburgh Steel Co.,

Petitioner,

—vs—

National Steel Labor Relations Board, et al.,

Respondents

Per Curiam:

Order allowing petition for review to be filed and that certified copy of said petition be served upon the National Steel Labor Relations Board, and that said Board forthwith certify and file in this Court a transcript of the record.

Adjourned until Monday, January 25, 1935

Monday, January 25, 1935

Court is opened pursuant to adjournment.

No. 5463

G. S. Rogers, doing business as Rex Duplex Fitting Co., and R. W. Dusenberry,

Appellant,

—vs—

Alemite Corp.,

Appellee

Per Curiam:

Order denying petition for rehearing.

Adjourned until Tuesday, January 29, 1935

Amici Exhibit 199a

Tuesday, January 29, 1935

Court is opened pursuant to adjournment.

No. 5526

Nicholaos Loufakis,

Appellant,

—vs—

United States,

Appellee

Buffington, Circuit Judge:

Opinion dismission appeal from order of May 4, 1934.

Per Curiam:

Order as above.

Adjourned until Friday, February 1, 1935

Friday, February 1, 1935

Court is opened pursuant to adjournment.

No. 5473

United States National Bank
in Johnstown, Pa.,

Appellant,

—vs—

Blauner's Affiliated Stores, Inc.,
et al., Claimants in the Estate of
George K. Kline, individually and
trading as Kline's, bankrupt,

Appellees

Per Curiam:

Opinion affirming the decree of the District Court. Order as above.

Adjourned until Saturday, February 2, 1935

Amici Exhibit 199a

UNITED STATES OF AMERICA
EASTERN DISTRICT OF PENNSYLVANIA } *Set.*
THIRD JUDICIAL CIRCUIT

I, WM. P. ROWLAND, Clerk of the United States Circuit Court of Appeals for the Third Circuit, DO HEREBY CERTIFY the foregoing to be a true and faithful copy of the original Pages 3278 to 3294 inclusive, of the Minutes of the Clerk of the United States Circuit Court of Appeals for the Third Circuit, on file, and now remaining among the records of the said Court, in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Court, at Philadelphia, this 2d day of November in the year of our Lord one thousand nine hundred and forty-two, and of the Independence of the United States the one hundred and sixty-seventh.

(SEAL)

WM. P. ROWLAND
Clerk of the U. S. Circuit Court of Appeals,
Third Circuit.

Amici Exhibit 200

Thursday, November 8, 1934

Present: Hon. Joseph Buffington
Hon. Victor B. Woolley
Hon. J. Whitaker Thompson

No. 5648

Root Refining Co.,

—vs—

Universal Oil Products Co.,

(District Court No. 895 in Equity on Patent 1392629)

Per Curiam:

Order to the effect that this case be considered on the record and briefs filed in the case of the same caption, No. 5546.

Minute page 3233

Monday, January 7, 1935

Present: Hon. Joseph Buffington
Hon J. Warren Davis
Hon. J. Whitaker Thompson

No. 5546
No. 5648

Root Refining Co.,

—vs—

Universal Oil Products Co.,

Amici Exhibit 200

Argued:

Arthur C. Denison opens for appellant.
Thomas G. Haight opens for appellee.
William F. Hall continues for appellee.
Hugh M. Morris continues for appellee.
J. Bernard Thiess closes for appellant.

Minute page 3284

Wednesday, June 26, 1935

No. 5546
No. 5648

Root Refining Co.,

—vs—

Universal Oil Products Co.,

Davis, Circuit Judge:

Opinion affirming the decree of the District Court.
Orders as above.

Minute Page 3447.

Amici Exhibit 200

Tuesday, August 6, 1935

No. 5546

Root Refining Co.,

—vs—

Universal Oil Products Co.,

Davis, Circuit Judge:

Order denying petition for rehearing.

No. 5648

Root Refining Co.,

—vs—

Universal Oil Products Co.,

Davis, Circuit Judge:

Order denying petition for rehearing.

Minute page 3479

Wednesday, August 7, 1935

No. 5648
No. 5546

Root Refining Co.,

—vs—

Universal Oil Products Co.,

Davis, Circuit Judge:

Order staying mandate to September 5, 1935.

Minute page 3481

Amici Exhibit 200

Tuesday, April 21, 1936

No. 5546

Root Refining Co.,

—vs—

Universal Oil Products Co.,

No. 5648

Root Refining Co.,

—vs—

Universal Oil Products Co.,

Per Curiam (Buffington):

Order granting leave to appellant to present defense of abatement to court below.

Minute page 3737

Monday, October 11, 1937

Coram: Buffington, Davis and Thompson, JJ.

Nos. 6329
6330
6331
6332

Root Refining Co.,

—vs—

Universal Oil Products Co.,

Argued:

Thorley von Holst opens for appellant.
Thomas G. Haight opens for appellee.
Thorley von Holst closes for appellant.

Minute page 4210

Amici Exhibit 200

Monday, December 13, 1937

No. 6329
No. 6330
No. 6331
No. 6332

Root Refining Co.,

—vs—

Universal Oil Products Co.,

Thompson, Circuit Judge:

Opinion affirming the decrees of the District Court. Orders as above

Minute page 4304

Monday, October 3, 1938

Coram: Davis, Buffington and Thompson, Circuit Judges

No. 5546

Root Refining Co.,

—vs—

Universal Oil Products Co.,

No. 5648

Root Refining Co.,

—vs—

Universal Oil Products Co.,

Frederic W. Schumann moves that these cases be postponed on account of Judge Haight's other engagements.

Amici Exhibit 200

Joseph W. Henderson states for appellants that they have no objection to postponement, provided the Court is of its present composition.

Court states these cases may be postponed until the second week of December session.

Minute page 4720

Coram: Davis, Circuit Judge
Clark, Circuit Judge
Thompson, Circuit Judge

December 2, 1938

No. 5546

Root Petroleum Co. (formerly Root Refining Co.),

—vs—

Universal Oil Products Co.,

Davis, Circuit Judge:

Qrder granting appellant leave to file amended bill of review in District Court, etc.

No. 5648

Root Petroleum Co. (formerly Root Refining Co.),

—vs—

Universal Oil Products Co.,

Davis, Circuit Judge:

Order granting appellant leave to file amended bill of review in District Court, etc.

Minute page 4823

Amici Exhibit 200

Thuesday, June 5, 1941

Coram: Biggs, Clark, Maris, Jones and Goodrich, Circuit Judges

No. 5648
No. 5546

Root Refining Co.,

—vs—

Universal Oil Products Co.

Arthur G. Logan moves the admission of Arthur C. Denison, J. Bernard Thiess and Thorley von Holst for the purpose of the application to be made in this matter, and states that Judge Denison will present the application.

Arthur C. Denison opens in presentation, on behalf of himself and his colleagues as amici curiae, of an application for an investigation looking to the possible reconsideration of these cases.

Judge Biggs asks if Judge Denison represents parties allied with the Root Refining Company in this matter.

Judge Denison says that the parties he represents were stated not to be actually connected with or concerned as parties in the Root case.

Thomas G. Haight replies on behalf of counsel for the Universal Oil Co., plaintiff-Appellee in these cases.

Arthur C. Denison continues for the applicants.

Thorley von Holst closes for applicants.

Thomas G. Haight closes for respondents.

Amici Exhibit 200

Judge Biggs states that the court feels the applicants should embody the application they are making in a written form, and that opposing counsel may then file a reply thereto.

Minute page 5913

Wednesday, November 26, 1941

Nos. 5546 and 5648

Root Refining Co.,

—vs—

Universal Oil Products Co.,

By the Court,

Biggs, Circuit Judge:

Order appointing Thomas Raeburn White, Master re Amici Curiae

Petitions for Reconsideration.

Minute page 6109

[Certified]

Amici Exhibit 201

TGH

R. C. A. v. Triergon

Oct. 22, 1934

Conf. with Messrs. Schairer, Neave, etc.. 3 hrs.

Trip to Scranton at night.

2 tel. confs. with Mr. Ashton. ½ hr.

Oct. 23, 1934

At Scranton in argument of case. All day.

Oct. 24, 1934

Tel. conf. with Mr. Neave. ¼ hr.

Conf. at Mr. Neave's office. 5 hrs.

Oct. 25, 1934

Tel. conf. with Mr. Neave. ¼ hr.

Going over new petition to Supreme Court & tel. conf. with Mr. Neave. 1 hr.

Oct. 26, 1934

Going over petition to Supreme Court for reconsideration of denial of certiorari and writing Mr. Neave. 1½ hrs.

Tel. conf. with Mr. Neave. ¼ hr.

Tel. conf. with Mr. Schairer. ¼ hr.

Oct. 29, 1934

Tel. conf. with Mr. Neave. ¼ hr.

Amici Exhibit 201

TGH

R. C. A. v. Tri-Ergon

Oct. 30, 1934

2 tel. confs. with Mr. Ray. ½ hr.

2 tel. confs. with Mr. Morrison. ½ hr.

3 tel. confs. with Mr. Ashton. ¾ hr.

3 tel. confs. with Mr. Neave. ¾ hr.

Conf. with Neave and Ray at Neave's house at night. 1½ hrs.

Oct. 31, 1934

Going over petitions. 1½ hrs.

Nov. 1, 1934.

Examination of petition for rehearing; tel. conf. with Mr. Neave. ½ hr.

Nov. 2, 1934

Tel. conf. with Mr. Neave. ¼ hr.

Nov. 5, 1934

Tel. conf. with Mr. Ashton. ¼ hr.

Tel. conf. with Mr. Morrison. ¼ hr.

Nov. 7, 1934

Tel. conf. with Mr. Ashton. ¼ hr.

Nov. 8, 1934

Tel. conf. with Mr. Schairer. ¼ hr.

Tel. conf. with Mr. Morrison. ¼ hr.

Writing Mr. Ashton. ¼ hr.

Amici Exhibit 201

T&H

R. C. A. v. Tri-Ergon

Nov. 9, 1934

Presenting orders recalling mandates and restraining further proceedings to Judge Buffington and having same signed. 2 hrs.

Nov. 12, 1934

Examining flywheel patent, opinion C.C.A., etc. 2 hrs.

Nov. 13, 1934

Tel. conf. with Mr. Morrison. ¼ hr.

Nov. 14, 1934

Writing Mr. Morrison. ¼ hr.

Nov. 16, 1934

Going over Mr. Neave's brief & writing him. 1½ hrs.

Nov. 26, 1934

2 tel. confs. with Mr. Morrison. ½ hr.

Tel. conf. with Mr. Neave. ¼ hr.

Writing Mr. Neave. ¼ hr.

Nov. 27, 1934

Conf. with Messrs. Schairer and Morrison. 3 hrs.

Reading draft of brief in Supreme Court. 2 hrs.

Nov. 28, 1934

Conf. with Mr. Neave. 2½ hrs.

Dec. 1, 1934

Preparation for argument. 2½ hrs.

Amici Exhibit 201

TGH

R. C. A. v. Tri-Ergon

Dec. 3, 1934

Writing Mr. Neave. ½ hr.

Writing Mr. Ashton. ¼ hr.

Sending Mr. Ballard copies of letters sent to Mr. Neave. ¼ hr.

Going over brief in Altoona case and writing Mr. Clark. 3 hrs.

Tel. conf. with Mr. Morrison. ¼ hr.

" " " " Neave.

Tel. conf. with Mr. Schairer. ¼ hr.

Dec. 8, 1934

Going over galley of brief. 2 hrs.

Dec. 10, 1934

Tel. conf. with Mr. Neave. ¼ hr.

Conf. with Mr. Neave & Mr. Clark re brief. 5 hrs.

Tel. conf. with Mr. Kaufman. ¼ hr.

Dec. 11, 1934

Tel. conf. with Mr. Neave. ¼ hr.

Dec. 17, 1934

2 tel. confs. with Mr. Clark. ½ hr.

Dec. 18, 1934

Tel. conf. with Mr. Clark. ¼ hr.

" " " " Schairer. ¼ hr.

Amici Exhibit 201

TGH

R. C. A. v. Tri-Ergon

Dec. 18, 1934

Conf. at Mr. Neave's office. 3 hrs.

Dec. 19, 1934

Conf. with Mr. Schairer; tel. conf. with Mr. Clark. 1 hr.

Dec. 20, 1934

Tel. conf. with Mr. Kauffman. ¼ hr.

2 tel. confs. with Mr. Schairer. ½ hr.

Reading draft of brief. 2 hrs.

Conf. in New York with Messrs. Neave and Clark revising brief. 3¾

Dec. 21, 1934

Preparation for argument. 1 hr.

Tel. conf. with Mr. Clark. ¼ hr.

Dec. 24, 1934

Tel. conf. with Mr. Schairer. ¼ hr.

Writing Mr. Neave. ¼ hr.

Tel. conf. with Mr. Kauffman. ¼ hr.

Dec. 26, 1934.

2 tel. confs. with Mr. Schairer. ½ hr.

2 tel. confs. with Mr. Kauffman. ½ hr.

Conf. with Mr. Schairer. 1½ hrs.

Writing Mr. Clark. ¾ hr.

Amici Exhibit 201

TGH

R. C. A. v. Tri-Ergon

Dec. 27, 1934

Tel. conf. with Mr. Neave. ¼ hr.

Jan. 8, 1935

Tel. conf. with Mr. Clark. ¼ hr.

Jan. 9, 1935

Tel. conf. with Mr. Clark. ¼ hr.

Preparation of argument and conf. with Mr. Clark. 4½ hrs.

Jan. 10, 1935

Preparation for argument. 5½ hrs.

Tel. conf. with Mr. Kauffman. ¼ hr.

" " " Mr. Morrison. ¼ hr.

" " " Mr. Ashton. ¼ hr.

Jan. 11, 1935

Preparation for argument. 4 hrs.

Tel. conf. with Mr. Schairer. ¼ hr.

" " " " Ashton. ¼ hr.

Jan. 14, 1935

Tel. conf. with Mr. Schairer. ¼ hr.

" " " " Kaufmann. ¼ hr.

" " " Clerk of Supreme Court. ¼ hr.

" " " Mr. Clark. ¼ hr.

Conf. with Mr. Clark and Mr. Morrison. 2¼ hrs.

Amici Exhibit 201

TGH

R. C. A. v. Tri-Ergon

Jan. 15, 1935

2 tel. confs. with Mr. Morrison. ½ hr.

Tel. conf. with Mr. Ballard. ¼ hr.

Preparation for argument; and conf. with Mr. Kaufmann. 6 hrs.

Jan. 16, 1935

Preparation for argument.

All day.

Jan. 16, 1935

2 tel. confs. with Mr. Ashton. ½ hr.

3 tel. confs. with Mr. Ballard. ¾ hr.

Tel. conf. with Mr. Clark. ¼ hr.

Tel. conf. with Mr. Kaufmann. ¼ hr.

" " " Mr. Schairer. ¼ hr.

Jan. 17, 1935

Conf. with Mr. Ballard re reply brief. 2¼ hrs.

Tel. conf. with Mr. Clark. ¼ hr.

Jan. 18, 1935

2 tel. confs. with Mr. Clark. ½ hr.

Tel. conf. with Mr. Kaufmann. ¼ hr.

Writing Mr. Morrison. ¾ hr.

Amici Exhibit 201

TGH

R. C. A. v. Tri-Ergon

Jan. 26, 1935

Going over reply brief and tel. conf. with Mr. Clark. 1 hr.

Examination of Mr. Morrison's memorandum. ½ hr.

Feb. 2, 1935

Tel. conf. with Mr. Kaufmann. ¼ hr.

" " " " Clark. ¼ hr.

Feb. 3, 1935

Trip to Washington; preparation for argument.

Feb. 4, 1935

Argument of case in Supreme Court.

All day.

Feb. 5, 1935

Argument of case in Supreme Court.

All day.

Feb. 6, 1935

Tel. conf. with Mr. Neave's secretary. ¼ hr.

Writing Mr. Neave. ¼ hr.

Mar. 6, 1935

Tel. conf. with Mr. Clark. ¼ hr.

" " " " Morrison. ¼ hr.

Amici Exhibit 201

TGH

R. C. A. v. Tri-Ergon

Mar. 28, 1935

Tel. conf. with Mr. Clark. ¼ hr.

Mar. 29, 1935

Tel. conf. with Mr. Ashton. ¼ hr.

Mar. 30, 1935

Reading petition for rehearing; reading opinion of Court; reviewing briefs re advisability of filing answer to petition for rehearing; tel. confs. with Messrs. Ashton, Clark & Morrison. 1½ hrs.

April 1, 1935

2 tel. confs. with Mr. Ashton. ½ hr.

2 tel. confs. with Mr. Morrison. ½ hr.

TGH

American Tri-Ergon Cases

April 15, 1935

2 tel. confs. with Mr. Kauffman. ½ hr.

Tel. conf. with Mr. Schairer. ¼ hr.

Conf. with Messrs. Schairer and Kaufman re possible purchase of Fox patents by R.C.A. 1½ hrs.

Amici Exhibit 202

Excerpts from Minute Book, Clerk, Circuit Court of Appeals For the Third Circuit.

HIRSH, NEWMANN, REASS & BECKER,
Appellants

vs

CAPITAL COMPANY AND GEORGE FRANKENTHALER, As Receiver in supplementary proceedings of William Fox as judgment debtor in proceedings entitled "Capital Co. a California corporation against William Gox" . Appellees

NO. 6605

---

page 4247 Thursday, November 4-1937

No. 6605

Buffington
Thompson
Biggs

Wm. P. Rowland, Clerk

George A. Bourgeois opens in support of petition for appeal. Walter Hanstein opposes motion.

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page 4351 Thursday, January 20-1938

No. 6605

Coram: Buffington
Davis

Murray C. Becker submits a form of order allowing conformity with the hearing on petition for appeal which was had before this Court on November 4, 1937.

Buffington, Circuit Judge: (Per Curiam)
Order allowing appeal.

Amici Exhibit 202

Page 4617 Monday, June 6, 1938

No. 6605

Coram: Davis
Biggs
Thompson

Wm. P. Rowland, Clerk.

Court states Judge Buffington is ill and not able to be present, and suggests this case be postponed until tomorrow morning, as they feel the same composition of the Court, which has heard the other branches of the William Fox litigation should hear this case.

Samuel B. Stewart, Jr., for appellees, states this case is not connected with the other litigation, and that he would like to proceed.

Court states it prefers to have Judge Buffington present, and that the case will be postponed until tomorrow.

Daniel G. Rosenblatt asks whether the Court will allow the case to be submitted on the record and briefs, which are quite full, in order to save counsel the necessity of staying or returning from New York again, tomorrow.

Court asks whether that would be satisfactory to the appellee.

Mr. Stewart replies he thinks it will be satisfactory to appellee.

Mr. Rosenblatt asks permission, if necessary, to file a reply to appellees' reply brief, which was served upon him Saturday.

Court grants leave for appellant to file a further reply brief if necessary.

Amici Exhibit 202

page 4661 Wednesday, July 13, 1938

No. 6605

Coram: Davis
Buffington
Thompson

Wm. P. Rowland, Clerk

Argued:

Daniel G. Rosenblatt opens for appellants.
Samuel B. Stewart, Jr., opens for appellee.
Daniel G. Rosenblatt closes for appellant.

c. a. v.

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page 4854 Tuesday, December 20, 1938

No. 6605

Buffington, Circuit Judge:
Opinion vacating the order denying the petition, and remanding the record to the Court below with instruction to grant the stay prayed for.

Thompson, Circuit Judge:
Dissenting opinion

Per Curiam (Buffington):
Order vacating the order of September 24, 1937 of the District Court, and remanding the record to the said District Court with instructions to grant the stay prayed for. Costs of appeal to be borne by respondents.

[Certified]

Amici Exhibit 203

App. No.	List No.	Coram	TITLE OF CASE	Date of Argument	Date of Conference	Date of Assignment	Date of Opinion	Judge
5679	198	B-D-T	U. S. ex rel Wampler v. Henry C. Hill, etc.	12/ 4/34			12/18/34	B
5624	98	"	Albert Walters v. B & O RR Co.	"		~~1/8/35~~	3/ 7/35	T
5588	92	"	Guarantee Trust Co. v. Clifford C. Collins	"			3/ 1/35	B
5528	5	"	John E. Delaney v. United States	"			3/27/35	T
5608	115	"	Penna. Indemnity Co. v. Commissioner	12/ 5/34			3/27/35	PerCur
5553-6	71-74	"	Commissioner v. Riggs, et al.,	"			7/18/35	D
5587	70	"	Liberty Service Corp. v. Commissioner	"			3/28/35	B
5607	160	"	Elfreth & Clevenger v. Slaughter, Rcvr.	"			2/ 4/35	PerCur
5532	55	"	Frank Paul v. United States	"			9/20/35	D
5585	156	"	Wallace v. R. E. Stone Co.	12/ 6/34			3/ 5/35	T
5597-8	113	"						
	114	"	Chambers v. Commissioner	"			3/29/35	B
5502	88	"	McKay v. Robert Atwood, Rcvr.	"			3/20/35	B
5544	101	"	Shalcross v. Rankin, et al.,	"			3/ 4/36	D
(5483	96 &)	"						B
(5578	97)		Worthington Mower Co. v. Gustin, etc.	12/ 7/34			9/28/35	T dis.
5520	58	"	Laird, et al., v. Commissioner	"			3/27/35	T
"	"	"	" " " " " " , Reargued	6/ 4/35			8/21/36	D
5503	89	B-W-D	Realty Acceptance Corp., v. Montgomery	12/10/34			4/ 2/35	W

Amici Exhibit 203

App. No.	List No.	Coram	TITLE OF CASE	Date of Argument	Date of Conference	Date of Assignment	Date of Opinion	Judge
5670	199	W-D-T	Boyer, et al., v. Travelers Protective Assn.	12/10/34		1/ 8/35	12/27/34	W
5632	171	"	Dektor v. Overbrook National Bank	"			3/26/35	W
5627	169	"	U. S. v. Wood	12/11/34			7/29/35	T
"	"	"	" " , Reargued	5/28/35				
(5542	79 &	"	Sley System Garages v. United States	12/11/34			6/19/35	W
(5543	80	"	" " " " "	"			"	W
(5525	162	"	Jacob Newman, Recvr. v. Daniel Westbrook	"			2/27/35	W
(5596	163	"	" " " " "	"			"	W
5548	148	"	Township of Del. v. Central-Penn Bank	12/12/34			8/ 1/35	D
5625	168	"	Hookless Fastner Co. v. Leon Fastner Co.	"			6/ 9/36	D
5443	82	"	George McCarthy, et al., v. National Perator Co.	"			3/12/35	Per Cur
5498	52	"	Werner v. Zintsmaster	12/13/34			3/28/35	W
(5569	149	"	Richman, Recvr. v. First Methodist Church	"			2/27/35	T
(5577	150	"	" " " " " "	"			"	T
5551	107	"	Irving AirChute Co. v. Switlik Parachute Co.	"			7/11/35	T
5487	39	"	Franco-Wyoming Oil Co. v. Ehrlich	12/14/34			3/12/36	D
"	"	"	" " " " " , reargued.	5/29/35				
5303	197	D-T-F	General Baking Co. v. Wm. D. Gordon, Secy. etc.	3/15/34			9/11/36	D

App. No.	List No.	Coram	TITLE OF CASE	Date of Argument	Date of Conference	Date of Assignment	Date of Opinion	Judge
5303	197	T-Biggs	" " " (Reargued) " "	12/14/34			7/29/37	T
"	"	& Maris	" " " " " "	6/ 4/37				
5580	152	W-D-T	Utilities Service v. J. H. Walker.	12/14/34			4/23/35	D
5646	196	B-W-T	Jacob Grober v. Abraham Strick	1/ 2/35			4/ 2/35	B
(5606	166	B-W-T	Pittsburgh Plate Glass v. Triplex Safety Glass	1/ 2/35			12/12/35	T
(5626	167	"	" " " " " "	"			"	T
5605	164	B-D-T	Westchester Ins. Co. v. Emma Harder	1/3/35		1/ ~~18~~/~~35~~	3/29/35	B
5579	151	"	Mutual Ins. Co., v. Edna Sayre	"		"	(1/21/36 &10/17/35	D
5549	102	"	Automatic Paper Mach. Co., v. Levine	"		"	4/23/35	B
5568	68	B-W-T	Frances Clark v. Commissioner.	1/ 4/35			3/26/35.	B
5538	95	"	American Cyanamid Co. v. Hubbel	"			3/25/35.	B
5678	195	"	Hubbell, et al., v. American Cyanamid Co.	"			"	B
(5546	147	B-D-T	Root Refining Co., v. Universal Oil Prod. Co.	1/ 7/35		1/~~18~~/~~35~~	6/26/35	D
(5648	176	"	" " " " " " " "	"		"	"	D
5609	165	B-W-T	Commissioner v. Druggist Specialties Co	1/ 8/35			3/25/35	W
5275	76	"	Fong v. United States	"			3/22/35	B

Amici Exhibit 203

App. No.	List No.	Coram	TITLE OF CASE	Date of Argument	Date of Conference	Date of Assignment	Date of Opinion	Judge
5586	157	B-D-T	Penna. R. R. Co. v. Terminal Warehouse	1/10/35		1/18/35	7/10/35	T
5541	46	"	Alfred Rietzch v. David Paradis	1/11/35		"	3/19/36	D
"	"	"	" " " " " , reargued	10/ 1/35				
5720	205	"	Evans, et al., v. Philadelphia Co. etc.	1/11/35			2/ 8/35	B
5073		"	Artcraft Mills v. Gotham Silk Hosiery	1/17/35			4/ 3/35	Per Cur
		B-W-D	Petition leave to file supplemental bill, etc. original argument	11/ 2/33			6/12/34	B

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NOTE: The initial letters appearing in the column headed "Coram" indicate the names of the Judges who sat in the respective cases, and the initial letters in the column headed "Judge" indicate the names of the judges who filed the opinions of the court in those cases; "dis." indicates dissenting opinion. "B" indicates Judge Buffington, "W" indicates Judge Woolley, "D" indicates Judge Davis, "T" indicates Judge Thompson, "F" indicates Judge Fake.

The heading "App. No." indicates the general file number of the case. "List No." indicates the position of the case on the calendar for the October Term, 1934.

I have no records indicating dates of conferences or dates of assignment.

[Certified]

Amici Exhibit 204

SHEET No. 1

NAME C. L. Stokley

ADDRESS Mt. Dora Fla.

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
	BALANCE BROUGHT FORWARD ☛							
	Oct 1 '36				Oct 1 '36	1,000.00	Oct 1 '36	1,000.00*
1,000.00	Oct 3 '36	3.00—			Oct 3 '36		Oct 3 '36	997.00*
997.00	Oct 7 '36	24.52—			Oct 7 '36		Oct 7 '36	972.48*
972.48	Oct 10 '36	13.00—			Oct 10 '36		Oct 10 '36	959.48*
959.48	Nov 7 '36	26.00—			Nov 7 '36		Nov 7 '36	933.48*
933.48	Nov 10 '36	40.00—			Nov 10 '36		Nov 10 '36	893.48*
893.48	Nov 12 '36	113.75—			Nov 12 '36		Nov 12 '36	779.73*
779.73	Nov 14 '36	2.00—			Nov 14 '36		Nov 14 '36	777.73*
777.73	Nov 6 '36				Nov 6 '36	266.00	Nov 6 '36	1,043.73*
1,043.73	Nov 18 '36	7.05—	6.00—	12.25—				
	Nov 18 '36	25.48—	3.70—		Nov 18 '36		Nov 18 '36	989.25*
989.25	Nov 23 '36	1.75—	3.00—		Nov 23 '36		Nov 23 '36	984.50*
984.50	Nov 24 '36	5.00—			Nov 24 '36		Nov 24 '36	979.50*
979.50	Nov 27				Nov 27	365.00	Nov 27	1,344.50*

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Amici Exhibit 204

SHEET No. 2

NAME C. L. Stokley

ADDRESS Mt. Dora Fla.

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
	BALANCE BROUGHT FORWARD ☛						1,344.50	
1,344.50	Nov 30 '36	144.53—	100.00—		Nov 30 '36		Nov 30 '36	1,099.97*
1,099.97	Dec 2 '36	40.00—			Dec 2 '36		Dec 2 '36	1,059.97*
1,059.97	Dec 3 '36	50.00—			Dec 3 '36		Dec 3 '36	1,009.97*
1,009.97	Dec 5 '36	200.00—			Dec 5 '36		Dec 5 '36	809.97*
809.97	Dec 8 '36				Dec 8 '36	300.00	Dec 8 '36	1,109.97*
1,109.97	Dec 9 '36	176.68—			Dec 9 '36		Dec 9 '36	933.29*
933.29	Dec 10 '36	10.00—			Dec 10 '36		Dec 10 '36	923.29*
923.29	Dec 11 '36				Dec 11 '36	216.45	Dec 11 '36	1,139.74*
1,139.74	Dec 12 '36	4.75—			Dec 12 '36		Dec 12 '36	1,134.99*
1,134.99	Dec 14 '36	80.00—			Dec 14 '36		Dec 14 '36	1,054.99*
1,054.99	15 '36	850.87—	100.00—	68.01—	15 '36		15 '36	30.11*
30.11	Dec 17 '36				Dec 17 '36	125.00	Dec 17 '36	155.11*
155.11	Dec 18 '36	5.00—			Dec 18 '36		Dec 18 '36	150.11*
150.11	Dec 22	7.00—	6.25—	4.22—				
	Dec 22	36.06—					Dec 22	96.58*
96.58	Dec 23 '36	66.25—			Dec 23 '36	300.00	Dec 23 '36	330.33*
330.33	Dec 24 '36	12.78—			Dec 24 '36		Dec 24 '36	317.55*
317.55	Dec 28 '36	66.80—			Dec 28 '36		Dec 28 '36	250.75*
250.75	Jan 4 '37	100.00—	40.00—		Jan 4 '37		Jan 4 '37	110.75*

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SHEET No. 2 (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
110.75					Jan 5	300.00	Jan 5	410.75*
410.75	Jan 6	12.00—					Jan 6	398.75*
398.75	Jan 7 '37	119.98—			Jan 7 '37		Jan 7 '37	278.77*
278.77	Jan 8 '37	24.00—			Jan 8 '37	100.00	Jan 8 '37	354.77*
354.77	Jan 9 '37	100.00—			Jan 9 '37		Jan 9 '37	254.77*
254.77	Jan 11 '37	13.20—	143.57—		Jan 11 '37		Jan 11 '37	98.00*
98.00	Jan 12 '37	133.87—			Jan 12 '37	250.00	Jan 12 '37	214.13*
214.13	Jan 14 '37	6.50—			Jan 14 '37		Jan 14 '37	207.63*
207.63	Jan 15 '37	66.60—	21.90—		Jan 15 '37		Jan 15 '37	119.13*
119.13	Jan 16 '37	20.00—			Jan 16 '37		Jan 16 '37	99.13*
99.13	Jan 18 '37	95.49—			Jan 18 '37		Jan 18 '37	3.64*
3.64	Jan 20 '37	3.00—			Jan 20 '37		Jan 20 '37	.64*
.64	Jan 27 '37	.50—			Jan 27 '37		Jan 27 '37	.14*
.14					Feb 9	509.05	Feb 9	509.19*
509.19	Feb 11	192.33—			Feb 11		Feb 11	316.86*
316.86	Feb 13	11.50—			Feb 13	455.15	Feb 13	760.51*
760.51	Feb 15	100.00—			Feb 15		Feb 15	660.51*
660.51	Feb 16	10.00—			Feb 16		Feb 16	650.51*
650.51	Feb 17	131.37—			Feb 17		Feb 17	519.14*
519.14	Feb 19	10.00—			Feb 19	292.00	Feb 19	801.14*
801.14	Feb 20	80.00—	115.00—		Feb 20		Feb 20	606.14*
606.14	Feb 23	104.51—			Feb 23		Feb 23	501.63*

Amici Exhibit 204

SHEET No. 3.

NAME C. L. Stokley.
ADDRESS Mt. Dora, Fla.

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
		BALANCE BROUGHT FORWARD			Mar 1	501.63		
501.63	Mar 1	20.00—			Mar 1	100.00	Mar 1	
					Mar 1	150.00	Mar 1	731.63*
731.63	Mar 2	120.88—			Mar 2		Mar 2	610.75*
610.75	Mar 3	100.00—			Mar 3		Mar 3	510.75*
510.75	Mar 6	10.00—			Mar 6		Mar 6	500.75*
500.75	Mar 8	15.00—			Mar 8		Mar 8	485.75*
485.75	Mar 9	146.60—			Mar 9	200.05	Mar 9	539.20*
539.20	Mar 12	5.00—	25.00—	10.00—	Mar 12		Mar 12	499.20*
499.20	Mar 13	95.00—	100.00—		Mar 13		Mar 13	304.20*
304.20	Mar 16				Mar 16	250.00	Mar 16	554.20*
554.20	Mar 17	75.00—	87.43—		Mar 17		Mar 17	391.77*
391.77	Mar 18	15.00—	5.00—		Mar 18		Mar 18	371.77*
371.77	Mar 19 '37	126.77—			Mar 19 '37	282.72	Mar 19 '37	527.72*
527.72	Mar 22 '37	67.74—			Mar 22 '37		Mar 22 '37	459.98*
459.98	Mar 27 '37				Mar 27 '37	400.00	Mar 27 '37	859.98*
859.98	Mar 30 '37	20.00—	200.00—		Mar 30 '37		Mar 30 '37	639.98*
639.98	Mar 29 '37				Mar 29 '37	696.42	Mar 29 '37	1,336.40*

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SHEET No. 3 (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
1,336.40	Mar 3 '37	10.00—	65.00—		Mar 3 '37		Mar 3 '37	1,261.40*
1,261.40	Mar 5 '37	200.00—	331.99—	320.00—				
	Mar 5 '37	200.00—			Mar 5 '37		Mar 5 '37	209.41*
209.41	Mar 6 '37	14.25—	12.50—		Mar 6 '37		Mar 6 '37	182.66*
182.66	Mar 8 '37	100.00—			Mar 8 '37		Mar 8 '37	82.66*
82.66	Mar 10 '37				Mar 10 '37	507.50	Mar 10 '37	590.16*
590.16	Mar 12 '37	15.00—			Mar 12 '37		Mar 12 '37	575.16*
575.16	Mar 13 '37	15.01—	348.88—		Mar 13 '37		Mar 13 '37	211.27*
211.27	Mar 14 '37	40.00—			Mar 14 '37	510.31	Mar 14 '37	681.58*
681.58	Mar 15 '37	100.00—	94.39—	100.00—	Mar 15 '37		Mar 15, 37	387.19*
387.19	Mar 16 '37	6.00—			Mar 16 '37		Mar 16 '37	381.19*
381.19	Apr 17	40.00—			Apr 17		Apr 17	341.19*
341.19	Apr 20 '37	75.00—	65.00—		Apr 20 '37	499.90	Apr 20 '37	701.09*
701.09	Apr 21 '37	323.74—	28.90—		Apr 21 '37	50.00	Apr 21 '37	398.45*
398.45	Apr 22 '37	90.53—			Apr 22 '37		Apr 22 '37	307.92*
307.92	Apr 24 '37				Apr 24 '37	224.90	Apr 24 '37	532.82*
532.82	Apr 28 '37	5.00—	500.00—		Apr 28 '37		Apr 28 '37	27.82*
27.82	Apr 29 '37	17.54—			Apr 29 '37	469.75	Apr 29 '37	480.03*

Amici Exhibit 204

SHEET No. 4

NAME C. L. Stokley

ADDRESS Mt. Dora, Fla.

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
		BALANCE BROUGHT FORWARD			May 1 '37	480.03		
480.03	May 1 '37	10.00—	5.00—	10.00—				
	May 1 '37	10.00—			May 1 '37	800.22	May 1 '37	1,245.25*
1,245.25	May 30 '37	2.20—	19.45—		May 30 '37		May 30 '37	1,223.59*
1,223.59	May 4 '37	200.00—	226.60—	168.13—	May 4 '37		May 4 '37	628.86*
628.86	May 5 '37	4.00—	8.00—	4.00—				
	May 5 '37	1.00—			May 5 '37		May 5 '37	610.86*
610.86	May 6 '37	85.34—	101.50—	5.00—	May 6 '37		May 6 '37	419.02*
419.02	May 7 '37	12.00—			May 7 '37		May 7 '37	407.02*
407.02	May 10 '37	103.50—	96.00—		May 10 '37		May 10 '37	207.52*
207.52	May 15 '37	27.30—			May 15 '37	300.00	May 15 '37	480.22*
480.22	May 17 '37	400.90—			May 17 '37		May 17 '37	79.32*
79.32	May 18 '37				May 18 '37	40.00	May 18 '37	119.32*
119.32	May 21 '37	4.95—			May 21 '37		May 21 '37	114.37*
114.37					May 22 '37	238.17	May 22 '37	352.54*
352.54	May 24 '37	83.94—	2.75—		May 24 '37		May 24 '37	265.85*

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SHEET No. 4 (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
265.85	May 25 '37	24.70—	58.81—	16.75—				
	May 25 '37	10.00—			May 25 '37		May 25 '37	155.59*
155.59	May 28 '37	105.00—	5.00—		May 28 '37		May 28 '37	45.59*
45.59	May 29 '37	10.00—			May 29 '37		May 29 '37	35.59*
35.59	Jun 1 '37	20.00—			Jun 1 '37		Jun 1 '37	15.59*
15.59	Jun 9 '37	50.00—			Jun 9 '37	100.00	Jun 9 '37	65.59*
65.59	Jun 10 '37	14.00—			Jun 10 '37		Jun 10 '37	51.59*
51.59	Jun 11 '37	38.40—			Jun 11 '37		Jun 11 '37	13.19*
13.19	Jun 12 '37				Jun 12 '37	174.90	Jun 12 '37	188.09*
188.09	Jun 15 '37	10.00—			Jun 15 '37		Jun 15 '37	178.09*
178.09	Jun 22 '37				Jun 22 '37		Jun 22 '37	228.09*
178.09	Jun 21 '37				Jun 21 '37	49.90	Jun 21 '37	227.99*
227.99					Jun 22	50.00	Jun 22	277.99*
277.99	Jun 23 '37	100.00—			Jun 23 '37		Jun 23 '37	177.99*
177.99	Jun 24 '37				Jun 24 '37	99.90	Jun 24 '37	277.89*
277.89	Jun 25 '37	200.00—	11.52—	3.24—	Jun 25 '37	99.90	Jun 25 '37	163.03*
163.03	Jun 28 '37	8.80—			Jun 28 '37		Jun 28 '37	154.23*

Amici Exhibit 204

SHEET No. 5

NAME C. L. Stokley
ADDRESS City

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
		BALANCE BROUGHT FORWARD			Jun 28 '37	154.23		
154.23	Jun 28 '37	.50—			Jun 28 '37		Jun 28 '37	153.73*
153.73	Jun 30 '37	30.00—	50.75—		Jun 30 '37		Jun 30 '37	72.98*
72.98	Jul 1 '37				Jul 1 '37	99.90	Jul 1 '37	172.88*
172.88	Jul 3 '37				Jul 3 '37	99.90	Jul 3 '37	272.78*
272.78	Jul 8 '37	100.00—			Jul 8 '37	99.90	Jul 8 '37	272.68*
272.68	Jul 10 '37				Jul 10 '37	461.57	Jul 10 '37	734.25*
734.25	Jul 12 '37	105.69—			Jul 12 '37		Jul 12 '37	628.56*
628.56	Jul 13 '37	100.00—			Jul 13 '37		Jul 13 '37	528.56*
528.56	Jul 17	135.83—					Jul 17	392.73*
392.73	Jul 21	10.00—	50.00—				Jul 21	332.73*
332.73	Jul 28 '37	15.00—	228.16—		Jul 28 '37		Jul 28 '37	89.57*
89.57	Aug 3 '37				Aug 3 '37	15.00	Aug 3 '37	104.57*
104.57	Aug 4 '37	5.00—			Aug 4 '37		Aug 4 '37	99.57*
99.57	Aug 5 '37	10.00—	5.00—	5.00—				
	Aug 5 '37	5.00—			Aug 5 '37		Aug 5 '37	74.57*
74.57	Aug 6 '37	6.00—	14.03—	14.11—				

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Amici Exhibit 204

SHEET No. 5 (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
	Aug 6 '37	2.30—			Aug 6 '37		Aug 6 '37	38.13*
38.13	Aug 9 '37	5.00—			Aug 9 '37		Aug 9 '37	33.13*
33.13	Aug 16 '37	3.11—			Aug 16 '37	64.15	Aug 16 '37	94.17*
94.17	Aug 17 '37	13.86—			Aug 17 '37		Aug 17 '37	80.31*
80.31	Aug 18 '37	10.00—	10.00—	10.00—	Aug 18 '37	49.90	Aug 18 '37	100.21*
100.21	Aug 19 '37	5.00—			Aug 19 '37		Aug 19 '37	95.21*
95.21	Aug 23 '37	5.00—	10.00—		Aug 23 '37		Aug 23 '37	80.21*
80.21	28 '37	10.00—			28 '37		28 '37	70.21
70.21	Aug 30 '37	25.00—			Aug 30 '37		Aug 30 '37	45.21*
45.21	Aug 30 '37	.50—			Aug 30 '37		Aug 30 '37	44.71
44.71	Aug 31 '37	15.00—			Aug 31 '37		Aug 31 '37	29.71*
29.71	Sep 2 '37	15.00—			Sep 2 '37		Sep 2 '37	14.71
14.71	Sep 3 '37				Sep 3 '37	49.90	Sep 3 '37	64.61*

Amici Exhibit 204

SHEET No. 6

NAME C. L. Stokley
ADDRESS City

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
		BALANCE BROUGHT FORWARD			Sep 7 '37	64.61		
64.61	Sep 7 '37	6.00—			Sep 7 '37	15.00	Sep 7 '37	73.61*
73.61	Sep 10 '37	5.00—	11.49—		Sep 10 '37		Sep 10 '37	57.12*
57.12	Sep 15 '37	8.79—			Sep 15 '37		Sep 15 '37	48.33*
48.33	Sep 20 '37	10.00—			Sep 20 '37		Sep 20 '37	38.33*
38.33	Sep 22 '37	5.00—			Sep 22 '37		Sep 22 '37	33.33*
33.33	Sep 23 '37	5.00—			Sep 23, 37		Sep 23 '37	28.33*
28.33	Sep 30 '37	.50—			Sep 30 '37		Sep 30 '37	27.83*
27.83	Oct 4 '37	5.00—			Oct 4 '37		Oct 4 '37	22.83*
22.83	Oct 5 '37				Oct 5 '37	15.00	Oct 5 '37	37.83*
37.83	Oct 6 '37				Oct 6 '37	25.00	Oct 6 '37	62.83*
62.83	Oct 11 '37	20.00—	5.00—	5.00—	Oct 11 '37		Oct 11 '37	32.83*
32.83	Oct 14 '37	5.00—			Oct 14 '37		Oct 14 '37	27.83*
27.83	Oct 15 '37	5.00—			Oct 15 '37		Oct 15 '37	22.83*
22.83	Oct 15 '37				Oct 15 '37	98.90	Oct 15 '37	121.73*
121.73	Oct 16 '37	5.00—	10.00—		Oct 16 '37		Oct 16 '37	106.73*
106.73	Oct 18 '37	23.18—			Oct 18 '37		Oct 18 '37	83.55*
83.55	Oct 19 '37	20.00—	10.00—		Oct 19 '37		Oct 19 '37	53.55*
53.55	Oct 20 '37	10.00—			Oct 20 '37		Oct 20 '37	43.55*
43.55	Oct 22 '37	4.00—			Oct 22 '37		Oct 22 '37	39.55*
39.55	Oct 23 '37	18.69—	20.00—	100.00—	Oct 23 '37	155.00	Oct 23 '37	55.86*
55.86	Oct 28 '37	15.81—			Oct 28 '37		Oct 28 '37	40.05*

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SHEET No. 6. (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
40.05	Oct 29 '37	.50—			Oct 29 '37		Oct 29 '37	39.55*
39.55	Oct 30 '37	3.00—	5.00—		Oct 30 '37	300.22	Oct 30 '37	331.77*
331.77	Nov 1 '37				Nov 1 '37	125.30	Nov 1 '37	457.07*
457.07	Nov 2 '37	16.00—	15.00—		Nov 2 '37	169.90	Nov 2 '37	595.97*
595.97	Nov 3 '37	50.00—	15.00—	20.00—				
	Nov 3 '37	110.00—	170.00—	150.00—	Nov 3 '37		Nov 3 '37	80.97*
80.97					Nov 3 '37	15.00	Nov 3 '37	95.97*
95.97	Nov 5 '37	16.00—	4.00—		Nov 5 '37		Nov 5 '37	75.97*
75.97	Nov 6 '37	5.00—	10.00—		Nov 6 '37		Nov 6 '37	60.97*
60.97	Nov 8 '37	5.55—	59.96—		Nov 8 '37	266.82	Nov 8 '37	262.28*
262.28	Nov 9 '37	50.00—			Nov 9 '37		Nov 9 '37	212.28*
212.28	Nov 10 '37	50.00—	18.69—		Nov 10 '37		Nov 10 '37	143.59*
143.59	Nov 12 '37	154.18—			Nov 12 '37	159.33	Nov 12 '37	148.74*
148.74	Nov 15 '37	2.24—	22.00—	175.31—				
	Nov 15 '37	50.00—			Nov 15 '37	274.90	Nov 15 '37	174.09*
174.09	Nov 16 '37	6.50—			Nov 16 '37		Nov 16 '37	167.59*
167.59	Nov 17 '37	4.50—	8.88—		Nov 17 '37		Nov 17 '37	154.21*
154.21	Nov 18 '37	1.25—	20.00—	57.50—	Nov 18 '37		Nov 18 '37	75.46*
75.46	Nov 20 '37	90.00—	50.00—	10.00—	Nov 20 '37	298.70		
					Nov 20 '37	296.20	Nov 20 '37	520.36*
520.36	Nov 22 '37	184.11—	159.02—	80.00—				
	Nov 22 '37	13.10—			Nov 22 '37		Nov 22 '37	84.13*
84.13	Nov 23 '37	163.52—	150.00—		Nov 23 '37	400.00	Nov 23 '37	170.61*
170.61	Nov 24 '37	10.00—	10.98—	11.00—				
	Nov 24 '37	80.00—			Nov 24 '37		Nov 24 '37	58.63*

Amici Exhibit 204

SHEET NO. 7

NAME C. L. Stokley
ADDRESS Mt. Dora, Fla.

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
		BALANCE BROUGHT FORWARD			Nov 26 '37	58.63		
58.63	Nov 26 '37	35.00—			Nov 26 '37		Nov 26 '37	~~23.63~~
23.63					Nov 26 '37	167.90	Nov 26 '37	191.53*
191.53	Nov 27 '37	3.00—	15.00—	.50—	Nov 27		Nov 27	
					Nov 27 '37	399.90	Nov 27 '37	572.93*
572.93	Nov 29 '37	149.19—	170.29—	7.55—				
	Nov 29 '37	100.00—			Nov 29 '37	256.23	Nov 29 '37	402.13*
402.13	Nov 30 '37	15.00—	9.00—		Nov 30 '37	95.79	Nov 30 '37	473.92*
473.92	Dec 1 '37	50.00—	15.76—	5.00—	Dec 1 '37	546.22	Dec 1 '37	949.38*
949.38	Dec 2 '37	736.00—	1.25—		Dec 2 '37		Dec 2 '37	212.13*
212.13	Dec 3 '37	21.75—	8.00—	25.00—	Dec 3 '37		Dec 3 '37	157.38*
157.38	Dec 4 '37	10.74—	102.45—		Dec 4 '37		Dec 4 '37	44.19*
44.19	Dec 7 '37				Dec 7 '37	247.79	Dec 7 '37	291.98*
291.98	Dec 8 '37	189.73—	25.00—		Dec 8 '37		Dec 8 '37	77.25*
77.25	Dec 9 '37	17.67—			Dec 9 '37	450.25	Dec 9 '37	509.83*
509.83	Dec 10 '37	87.00—	50.00—	77.00—				
	Dec 10 '37	25.00—	155.82—	6.13—				
	Dec 10 '37	87.00—			Dec 10 '37		Dec 10 '37	21.88*
21.88	Dec 13 '37	12.40—			Dec 13 '37		Dec 13 '37	9.48*
9.48	Dec 15 '37	10.00—			Dec 15 '37	199.90	Dec 15 '37	199.38*
199.38	Dec 17 '37	64.10—	15.00—		Dec 17 '37		Dec 17 '37	120.28*

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SHEET No. 7 (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
120.28	Dec 18 '37	79.30—			Dec 18 '37		Dec 18 '37	40.98*
40.98	Dec 20 '37				Dec 20 '37	327.30	Dec 20 '37	368.28*
368.28	Dec 22 '37	25.00—	50.00—	100.00—				
	Dec 22 '37	173.12—	100.00—		Dec 22 '37	78.74		
					Dec 22 '37	99.90	Dec 22 '37	98.80*
98.80	Dec 24 '37	7.25—	7.00—		Dec 24 '37		Dec 24 '37	84.55*
84.55	Dec 27 '37	16.00—	9.82—	.50—				
	Dec 27 '37	12.85—			Dec 27 '37	199.90	Dec 27 '37	245.28*
245.28	Dec 28 '37	163.30—			Dec 28 '37		Dec 28 '37	81.98*
81.98	Dec 29 '37	18.69—	.50—		Dec 29 '37		Dec 29 '37	62.79*
62.79	Dec 31 '37	15.00—			Dec 31 '37		Dec 31 '37	47.79*
47.79	Jan 3 '38				Jan 3 '38	234.14		
					Jan 3 '38	15.00	Jan 3 '38	296.93*
296.93	Jan 6 '38	93.92—	23.75—	25.00—	Jan 6 '38		Jan 6 '38	154.26*
154.26	Jan 6 '38				Jan 6 '38	211.71	Jan 6 '38	365.97*
365.97	Jan 10 '38	50.00—	200.00—		Jan 10 '38		Jan 10 '38	115.97*
115.97	Jan 11 '38	203.96—	31.45—		Jan 11 '38	425.50	Jan 11 '38	306.06*
306.06	Jan 12 '38	5.00—	30.00—	5.00—				
	Jan 12 '38	10.00—	10.00—		Jan 12 '38		Jan 12 '38	246.06*
246.06	Jan 13 '38	100.00—	50.00—		Jan 13 '38	299.90	Jan 13 '38	395.96*
395.96	Jan 14 '38	20.00—	121.14—	165.25—	Jan 14 '38	199.90	Jan 14 '38	289.47*
289.47	Jan 15 '38	15.84—	20.45—	12.00—	Jan 15 '38		Jan 15 '38	241.18*
241.18	Jan 17 '38	10.00—	104.65—	50.00—				
	Jan 17 '38	153.63—	57.77—		Jan 17 '38	169.90	Jan 17 '38	35.03*

Amici Exhibit 204

SHEET No. 8

NAME C. L. Stokley

ADDRESS Mt. Dora, Fla.

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
	BALANCE BROUGHT FORWARD				Jan 18 '38	35.03		
35.03	Jan 18 '38	8.40—	10.00—		Jan 18 '38		Jan 18 '38	16.63*
16.63	Jan 20 '38	9.10—	94.30—	15.00—	Jan 20 '38	199.90	Jan 20 '38	98.13*
98.13	Jan 22 '38	200.00—	50.00—		Jan 22 '38	190.00	Jan 22 '38	38.13*
38.13	Jan 24 '38	4.00—			Jan 24 '38		Jan 24 '38	34.13*
34.13	Jan 25 '38	21.00—			Jan 25 '38		Jan 25 '38	13.13*
13.13	Jan 26 '38	9.00—			Jan 26 '38		Jan 26 '38	4.13*
4.13	Jan 28 '38	.50—			Jan 28 '38		Jan 28 '38	3.63*
3.63	Jan 29 '38	170.00—	100.00—	151.20—				
	Jan 29 '38	2.30—			Jan 29 '38	303.01	Jan 29 '38	
					Jan 29 '38	300.00	Jan 29 '38	183.14*
183.14	Jan 31 '38	149.29—			Jan 31 '38		Jan 31 '38	33.85*
33.85	Feb 1 '38	97.20—	15.00—		Feb 1 '38	560.42	Feb 1 '38	482.07*
482.07	Feb 2 '38	7.00—	10.00—	20.00—				
	Feb 2 '38	50.00—			Feb 2 '38	15.00	Feb 2 '38	410.07*
410.07	Feb 2 '38	20.00—	30.00—		Feb 2 '38		Feb 2 '38	360.07*
360.07	Feb 4 '38	26.40—	28.90—	120.20—	Feb 4 '38		Feb 4 '38	184.57*
184.57	Feb 5 '38	25.52—			Feb 5 '38	99.90	Feb 5 '38	258.95*
258.95	Feb 7 '38	10.00—	3.42—	16.48—				
	Feb 7 '38	146.95—	6.31—		Feb 7 '38		Feb 7 '38	75.29*

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SHEET No. 8 (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
75.79	Feb 8 '38	150.00—	100.00—		Feb 8 '38	663.50	Feb 8 '38	489.29*
489.29	Feb 9 '38	30.23—			Feb 9 '38		Feb 9 '38	459.06*
459.06	Feb 11 '38	185.56—	12.60—		Feb 11 '38	268.30	Feb 11 '38	529.20*
529.20	Feb 12 '38	44.88—			Feb 12 '38	443.30	Feb 12 '38	927.62*
927.62	Feb 14 '38	20.00—	15.00—	228.70—	Feb 14 '38		Feb 14 '38	663.92*
663.92	Feb 15 '38				Feb 15 '38	169.90	Feb 15 '38	833.82*
833.82	Feb 17 '38	209.16—	162.50—	12.00—	Feb 17 '38		Feb 17 '38	450.16*
450.16	Feb 17 '38	50.00—			Feb 17 '38		Feb 17 '38	400.16*
400.16	Feb 18 '38	27.93—			Feb 18 '38		Feb 18 '38	372.23*
372.23	Feb 21 '38	19.46—			Feb 21 '38		Feb 21 '38	352.77*
352.77	Feb 23 '38	8.86—			Feb 23 '38		Feb 23 '38	343.91*
343.91	Feb 24 '38	7.50—	5.00—		Feb 24 '38	86.91	Feb 24 '38	418.32*
418.32	Feb 25 '38	172.85—	182.25—		Feb 25 '38		Feb 25 '38	63.22*
63.22	Feb 25 '38				Feb 25 '38	289.89	Feb 25 '38	353.11*
353.11	Feb 28 '38	129.09—			Feb 28 '38		Feb 28 '38	224.02*
224.02	Mar 1 '38				Mar 1 '38	277.51	Mar 1 '38	501.53*
501.53	Mar 2 '38	5.00—			Mar 2 '38	207.52	Mar 2 '38	704.05*
704.05	Mar 3 '38				Mar 3 '38	154.90	Mar 3 '38	858.95*
858.95	Mar 4 '38	34.62—	194.94—	50.00—	Mar 4 '38		Mar 4 '38	579.39*
579.39	Mar 5 '38	15.00—	16.07—	105.00—				
	Mar 5 '38	50.00—			Mar 5 '38		Mar 5 '38	393.32*
393.32	Mar 7 '38	6.95—			Mar 7 '38		Mar 7 '38	386.37*

Amici Exhibit 204

SHEET No. 9

NAME C. L. Stokley

ADDRESS Mt. Dora, Fla.

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
		BALANCE BROUGHT FORWARD			Mar 8 '38	386.37		
386.37	Mar 8 '38	7.50—			Mar 8 '38		Mar 8 '38	378.87*
378.87	Mar 11 '38	20.00—			Mar 11 '38		Mar 11 '38	358.87*
358.87	Mar 12 '38				Mar 12 '38	298.70	Mar 12 '38	
					Mar 12 '38	100.00	Mar 12 '38	757.57*
757.57	Mar 14 '38	67.54—	33.01—		Mar 14 '38		Mar 14 '38	657.02*
657.02	Mar 15 '38	400.00—			Mar 15 '38	174.90	Mar 15 '38	431.92*
431.92	Mar 16 '38	110.49—			Mar 16 '38	228.15	Mar 16 '38	549.58*
549.58	18 '38	170.00—			18 '38		18 '38	379.58*
379.58	19 '38	114.80—			19 '38		19 '38	264.78*
264.78	Mar 21 '38	100.00—	1.00—		Mar 21 '38	252.45	Mar 21 '38	416.23*
416.23	Mar 22 '38	50.00—			Mar 22 '38	149.76	Mar 22 '38	515.99*
515.99	Mar 23 '38	179.30—			Mar 23 '38		Mar 23 '38	336.69*
336.69	Mar 24 '38	1.00—			Mar 24 '38		Mar 24 '38	335.69*
335.69	Mar 25 '38	3.50—	6.62—	3.00—	Mar 25 '38	291.73	Mar 25 '38	614.30*
614.30	Mar 28 '38	50.00—	101.69—		Mar 28 '38		Mar 28 '38	462.61*
462.61	Mar 30 '38	89.51—	25.00—		Mar 30 '38		Mar 30 '38	348.10*
348.10	Apr 1 '38	101.64—			Apr 1 '38		Apr 1 '38	246.46*
246.46	Apr 2 '38				Apr 2 '38	99.90	Apr 2 '38	346.36*

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Amici Exhibit 204

SHEET No. 9 (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
346.36	Apr 4 '38	10.00—	144.93—	10.00—				
	Apr 4 '38	62.40—			Apr 4 '38	445.00	Apr 4 '38	564.03*
564.03	Apr 5 '38	165.42—			Apr 5 '38		Apr 5 '38	398.61*
398.61	Apr 6 '38	150.00—	21.42—		Apr 6 '38		Apr 6 '38	227.19*
227.19	Apr 7 '38	50.00—			Apr 7 '38		Apr 7 '38	177.19*
177.19	Apr 8 '38	25.00—			Apr 8 '38		Apr 8 '38	152.19*
152.19	Apr 9 '38	14.00—			Apr 9 '38		Apr 9 '38	138.19*
138.19	Apr 11 '38	17.00—			Apr 11 '38		Apr 11 '38	121.19*
121.19	Apr 12 '38	20.00—			Apr 12 '38	186.40	Apr 12 '38	287.59*
287.59	Apr 13 '38	179.09—	60.00—		Apr 13 '38		Apr 13 '38	48.50*
48.50	Apr 14 '38	95.00—			Apr 14 '38	617.90	Apr 14 '38	571.40*
571.40	Apr 16 '38	4.00—	50.00—	44.42—	Apr 16 '38		Apr 16 '38	472.98*
472.98	Apr 18 '38	10.00—			Apr 18 '38		Apr 18 '38	462.98*
462.98	Apr 19 '38	22.38—	5.00—		Apr 19 '38		Apr 19 '38	435.60*
435.60	Apr 20 '38	82.91—			Apr 20 '38		Apr 20 '38	352.69*
352.69	Apr 21 '38	100.00—			Apr 21 '38		Apr 21 '38	252.69*
152.69		154.07—				99.90		198.52*
198.52		10.00—	15.00—					173.52*
173.52	Apr 25 '38				Apr 25 '38	500.00		
					Apr 25 '38	133.93	Apr 25 '38	807.45*
807.45	Apr 27 '38	30.06—	50.00—		Apr 27 '38		Apr 27 '38	727.39*
727.39	Apr 29 '38	159.96—	116.75—	22.38—	Apr 29 '38		Apr 29 '38	428.30*
428.30	Apr '38	.50—	114.93—		Apr '38		Apr '38	312.87*

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Amici Exhibit 204

SHEET No. 10

NAME C. L. Stokley

ADDRESS Mt. Dora, Fla.

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
	BALANCE BROUGHT FORWARD				May 3 '38	312.87		
	May 3 '38	20.00—	31.65—		May 3 '38		May 3 '38	261.22*
261.22	May 4 '38	20.64—	10.00—		May 4 '38		May 4 '38	230.58*
230.58	May 6 '38	25.00—			May 6 '38		May 6 '38	205.58*
205.58	May 9 '38	24.41—			May 9 '38		May 9 '38	181.17*
181.17	May 11 '38	101.00—			May 11 '38	500.00	May 11 '38	580.17*
580.17	May 13 '38	37.95—	35.00—	164.07—				
	May 13 '38	146.05—			May 13 '38		May 13 '38	197.09*
197.09	May 14 '38	100.00—			May 14 '38		May 14 '38	97.09*
97.09	May 18 '38				May 18 '38	100.50	May 18 '38	197.59*
197.59					May 20 '38	198.45	May 20 '38	[illegible]
396.05	May 20 '38	83.03—			May 20 '38		May 20 '38	313.02*
313.02	May 21 '38	38.34—			May 21 '38		May 21 '38	274.68*
274.68	May 23 '38	18.45—			May 23 '38		May 23 '38	256.23*
256.23	May 24 '38	150.72—			May 24 '38		May 24 '38	105.51*
105.51	May 26 '38	3.00—			May 26 '38		May 26 '38	102.51*
102.51	May 30 '38	.50—			May 30 '38		May 30 '38	102.01*
102.01	Jun 10 '38	75.00—	5.00		Jun 10 '38		Jun 10 '38	22.01*
22.01	Jun 11 '38	8.00—			Jun 11 '38		Jun 11 '38	14.01*
14.01					Jun 17 '38	74.90	Jun 17 '38	88.91*
88.91	Jun 20 '38				Jun 20 '38	49.90	Jun 20 '38	138.81*

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SHEET No. 10 (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks
138.81	Jun 21 '38			
238.81				
273.71	Jun 25 '38	31.65—	200.00—	
116.06	Jun 27 '38	18.07—		
97.99	Jun 28 '38	.50—		
147.39	Jul 2 '38			
457.19	Jul 5 '38	100.12—	300.00—	18.20—
94.27	Jul 7 '38			
144.17	Jul 9 '38			
244.17	Jul 11	135.80—		
108.37				
336.02	Jul 16	4.35—	250.00—	
181.57				
1,185.82	Jul 20	250.00—		
935.82				
1,112.62				
1,221.02	Jul 23	226.12—		
994.90	Jul 25 '38	500.00—		
644.10	Jul 26 '38	75.00—		
570.00	Jul 27 '38			
1,000.70	Jul 29 '38			

Date Rec'd	Deposits	Date	New Balance
Jun 21 '38	47.95	Jun 21 '38	
Jun 21 '38	52.05	Jun 21 '38	238.81*
Jun 23 '38	34.90	Jun 23 '38	273.71*
Jun 25 '38	74.00	Jun 25 '38	116.06*
Jun 27 '38		Jun 27 '38	97.99*
Jun 28 '38	49.90	Jun 28 '38	147.39*
Jul 2 '38	59.90		
Jul 2 '38	249.90	Jul 2 '38	457.19*
Jul 5 '38	55.40	Jul 5 '38	94.27*
Jul 7 '38	49.90	Jul 7 '38	144.17*
Jul 9 '38	100.00	Jul 9 '38	244.17*
		Jul 11	108.37*
Jul 13	127.65		
Jul 13	100.00	Jul 13	336.02*
Jul 16	99.90	Jul 16	181.57*
Jul 18	849.90		
Jul 18	154.35	Jul 18	1,185.82*
		Jul 20	935.82*
Jul 21	176.80	Jul 21	1,112.62*
Jul 21	108.40	Jul 21	1,221.02*
		Jul 23	994.90*
Jul 25 '38	149.20	Jul 25 '38	644.10*
Jul 26 '38	.90	Jul 26 '38	570.00*
Jul 27 '38	430.70	Jul 27 '38	1,000.70*
Jul 29 '38	178.10	Jul 29 '38	1,178.80*

Amici Exhibit 204

SHEET No. 11

NAME C. L. Stokley

ADDRESS Mt. Dora, Florida.

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
	BALANCE BROUGHT FORWARD				Aug 1 '38	1,178.80		
	Aug 1 '38	108.50—			Aug 1 '38		Aug 1 '38	1,070.30*
1,070.30					Aug 2 '38	146.70	Aug 2 '38	~~1,217.00*~~
1,217.00	Aug 2 '38	55.00—	250.00—	88.04—	Aug 2 '38		Aug 2 '38	823.96*
823.96	Aug 3 '38	53.60—	221.80—	167.20—	Aug 3 '38		Aug 3 '38	381.36*
381.36	Aug 6 '38	10.00—	10.00—	40.21—	Aug 6 '38		Aug 6 '38	321.15*
321.15	Aug 8 '38	23.57—			Aug 8 '38		Aug 8 '38	297.58*
297.58	Aug 9 '38	10.00—	37.50—		Aug 9 '38		Aug 9 '38	250.08*
250.08	Aug 11 '38	21.50—			Aug 11 '38		Aug 11 '38	228.58*
228.58	Aug 13 '38	15.00—			Aug 13 '38		Aug 13 '38	213.58*
213.58	Aug 15 '38				Aug 15 '38	60.00	Aug 15 '38	273.58*
273.58	Aug 16 '38	272.40—			Aug 16 '38		Aug 16 '38	1.18*
1.18	Aug 17 '38	5.00—			Aug 17 '38	198.46	Aug 17 '38	194.64*
194.64	Aug 19 '38	5.00—	10.00—		Aug 19 '38		Aug 19 '38	179.64*
179.64	Aug 24 '38	9.65—			Aug 24 '38		Aug 24 '38	169.99*
169.99	Aug 26 '38	5.00—			Aug 26 '38		Aug 26 '38	164.99*
164.99	Aug 29 '38	.50—	5.00—		Aug 29 '38		Aug 29 '38	159.49*
159.49	Aug 30 '38	17.00—			Aug 30 '38		Aug 30 '38	142.49*
142.49	Aug 31 '38	5.00—			Aug 31 '38		Aug 31 '38	137.49*
137.49	Sep 3 '38				Sep 3 '38	215.40	Sep 3 '38	352.89*
352.89	Sep 7 '38	20.00—	21.57—		Sep 7 '38		Sep 7 '38	311.32*

SHEET No. 11 (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
306.32	Sep 10 '38	31.65—			Sep 10 '38		Sep 10 '38	274.67*
274.67	Sep 10 '38	3.00—			Sep 10 '38		Sep 10 '38	271.67*
271.67	Sep 13 '38	7.03—	57.71—		Sep 13 '38		Sep 13 '38	206.93*
206.93	Sep 14 '38	1.34—			Sep 14 '38		Sep 14 '38	205.59*
205.59	Sep 16 '38	10.83—	30.00—		Sep 16 '38		Sep 16 '38	164.76*
164.76	Sep 19 '38	3.00—			Sep 19 '38		Sep 19 '38	161.76*
161.76	Sep 22 '38	9.65—			Sep 22 '38		Sep 22 '38	152.11*
152.11	Sep 23 '38	5.00—	5.00—		Sep 23 '38		Sep 23 '38	142.11*
142.11	Sep 28 '38	1.30—	5.00—	5.00—	Sep 28 '38		Sep 28 '38	130.81*
130.81	Oct 1 '38	30.50—			Oct 1 '38		Oct 1 '38	100.31*
100.31	Oct 3 '38	9.60—			Oct 3 '38		Oct 3 '38	90.71*
90.71	Oct 7 '38	5.62—	82.01—		Oct 7 '38		Oct 7 '38	3.08*
3.08	Oct 8 '38	11.00—	15.00—	14.43—	Oct 8 '38	400.00	Oct 8 '38	362.65*
362.65	Oct 11 '38	6.00—	8.65—	19.44—	Oct 11 '38		Oct 11 '38	328.56*
328.56	Oct 13 '38	10.00—	58.19—	5.00—	Oct 13 '38		Oct 13 '38	255.37*
255.37	Oct 14 '38	200.00—			Oct 14 '38		Oct 14 '38	55.37*
55.37	Oct 17 '38	3.00—			Oct 17 '38		Oct 17 '38	52.37*
52.37	Oct 18 '38	10.00—			Oct 18 '38		Oct 18 '38	42.37*
42.37	Oct 19 '38	25.00—	5.00—		Oct 19 '38		Oct 19 '38	12.37*
12.37	Oct 24 '38				Oct 24 '38	25.00	Oct 24 '38	37.37*
37.37	Oct 25 '38	5.00—			Oct 25 '38		Oct 25 '38	32.37*
32.37	Oct 27 '38	12.00—	40.00—		Oct 27 '38		Oct 27 '38	19.63OD
19.63	Oct 28 '38	.50—			Oct 28 '38		Oct 28 '38	20.13OD
20.13					Oct 29 '38	98.90	Oct 29 '38	110.97*
							Oct 29 '38	78.77*

.3249

Amici Exhibit 204

SHEET No. 12

NAME C. L. Stokley

ADDRESS Mt. Dora, Florida.

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
		BALANCE BROUGHT FORWARD			Nov 1 '38	78.77		
	Nov 1 '38	6.35—	10.00—	40.00—				
	Nov 1 '38	10.00—			Nov 1 '38		Nov 1 '38	12.41*
12.41	Nov 2 '38	5.00—			Nov 2 '38		Nov 2 '38	7.41*
7.41	Nov 4 '38	10.00—			Nov 4 '38	98.56	Nov 4 '38	95.97*
95.97	Nov 5 '38	12.75—			Nov 5 '38		Nov 5 '38	83.22*
83.22	Nov 7 '38	10.00—	3.00—		Nov 7 '38		Nov 7 '38	70.22*
70.22	Nov 10 '38	14.00—			Nov 10 '38		Nov 10 '38	56.22*
56.22	Nov 12 '38	6.28—	10.00—	1.00—				
	Nov 12 '38	12.00—			Nov 12 '38		Nov 12 '38	26.94*
26.94	Nov 16 '38	2.76—			Nov 16 '38		Nov 16 '38	24.18*
24.18	Nov 17 '38	12.00—			Nov 17 '38		Nov 17 '38	12.18*
12.18	Nov 18 '38	12.64—			Nov 18 '38		Nov 18 '38	.46OD
.46—	Nov 19 '38	50.00—	10.00—	30.00—	Nov 19 '38	97.90	Nov 19 '38	7.44*
7.44	Nov 22 '38	4.00—			Nov 22 '38		Nov 22 '38	3.44*
3.44	Nov 25 '38	13.00—	2.50—		Nov 25 '38		Nov 25 '38	12.06OD
12.06—	Nov 26 '38	12.10—			Nov 26 '38	200.00		
					Nov 26 '38	200.00	Nov 26 '38	375.84*
375.84	Nov 28 '38	166.85—	18.04—		Nov 28 '38		Nov 28 '38	190.95*
190.95	Nov 29 '38	205.16—	.50—	50.00—	Nov 29 '38	200.00	Nov 29 '38	135.29*

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Amici Exhibit 204

SHEET No. 12 (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
135.29	Nov 30 '38	5.00—			Nov 30 '38		Nov 30 '38	130.29*
130.29	Dec 2 '38				Dec 2 '38	99.90	Dec 2 '38	230.19*
230.19	Dec 3 '38	140.00—			Dec 3 '38		Dec 3 '38	90.19*
90.19	Dec 5 '38				Dec 5 '38	99.90	Dec 5 '38	190.09*
190.09	Dec 6 '38	188.92—			Dec 6 '38		Dec 6 '38	1.17*
1.17	Dec 9 '38				Dec 9 '38	425.83	Dec 9 '38	427.00*
427.00	Dec 12 '38				Dec 12 '38	134.63	Dec 12 '38	561.63*
561.63	Dec 13 '38	13.00—	167.02—	148.47—	Dec 13 '38		Dec 13 '38	233.14*
233.14	Dec 14 '38	10.00—			Dec 14 '38		Dec 14 '38	223.14*
223.14	Dec 19 '38	50.00—	182.38		Dec 19 '38	99.90	Dec 19 '38	90.65*
90.65	Dec 20 '38	100.00—	20.00—	5.00—	Dec 20 '38		Dec 20 '38	34.34or
34.34	Dec 21 '38				Dec 21 '38	170.54	Dec 21 '38	136.20*
136.20	Dec 22 '38	49.91—			Dec 22 '38		Dec 22 '38	86.29*
86.29	Dec 24 '38	25.94—			Dec 24 '38		Dec 24 '38	60.35*
60.35	Dec 28 '38	25.00—			Dec 28 '38		Dec 28 '38	35.35*
35.35	Dec 30 '38	.50—			Dec 30 '38		Dec 30 '38	34.85
34.85	Jan 3				Jan 3	50.00	Jan 3	84.85*
84.85	Jan 6 '39	30.00—	5.00—		Jan 6 '39		Jan 6 '39	49.85*
49.85	Jan 7 '39	12.25—			Jan 7 '39		Jan 7 '39	37.60*
37.60	Jan 9 '39	31.65—			Jan 9 '39		Jan 9 '39	5.95*
5.95	Jan 14 '39				Jan 14 '39	258.55	Jan 14 '39	264.50*
264.50	Jan 17 '39	100.00—			Jan 17 '39		Jan 17 '39	164.50*
164.50	Jan 23 '39	17.51—	21.31—		Jan 23 '39		Jan 23 '39	~~125.68*~~
164.50	Jan 20 '39	14.30—			Jan 20 '39		Jan 20 '39	150.20*
							Jan 23	111.38*

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Amici Exhibit 204

SHEET No. 13

NAME C. L. Stokley

ADDRESS Mt. Dora, Florida.

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
	BALANCE BROUGHT FORWARD				Jan 24 '39	111.38		
	Jan 24 '39	8.83—	15.00—		Jan 24 '39		Jan 24 '39	87.55*
87.55	Jan 30 '39	.50—	10.00—		Jan 30 '39		Jan 30 '39	77.05*
77.05	Feb 2 '39	15.25—			Feb 2 '39	100.00	Feb 2 '39	161.80*
161.80	Feb 7 '39	12.12—			Feb 7 '39		Feb 7 '39	149.68*
149.68	Feb 10 '39	60.08—			Feb 10 '39		Feb 10 '39	89.60*
89.60	Feb 15 '39				Feb 15 '39	249.90	Feb 15 '39	339.50*
339.50	Feb 17 '39	9.65—			Feb 17 '39		Feb 17 '39	329.85*
329.85	Feb 18 '39	129.20—			Feb 18 '39		Feb 18 '39	200.65*
200.65	Feb 23 '39	15.00—			Feb 23 '39	90.20	Feb 23 '39	275.85*
275.85		11.52—	3.97—					260.36*
260.36	Feb 25 '39	19.20—	14.50—		Feb 25 '39		Feb 25 '39	226.66*
226.66	Feb 28 '39	15.75—			Feb 28 '39		Feb 28 '39	210.91*
210.91	Mar 3 '39	~~25.58~~—			Mar 3 '39		Mar 3 '39	~~185.33~~*
210.91	Mar 2 '39	100.00—			Mar 2 '39		Mar 2 '39	110.91*
110.91	Mar 3	25.58—					Mar 3	85.33*
85.33	Mar 6 '39	10.93—			Mar 6 '39		Mar 6 '39	74.40*
74.40	Mar 7 '39	46.50—			Mar 7 '39		Mar 7 '39	27.90*
27.90	Mar 10 '39	3.42—			Mar 10 '39		Mar 10 '39	~~21.48~~*
24.48	Mar 10 '39				Mar 10 '39	99.90	Mar 10 '39	124.38*
124.38	Mar 14 '39				Mar 14 '39	55.00	Mar 14 '39	179.38*
179.38	Mar 15 '39	100.00—			Mar 15 '39		Mar 15 '39	79.38*
79.38	Mar 24 '39				Mar 24 '39	122.90	Mar 24 '39	202.28*

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SHEET No. 13 (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
202.28	Mar 29 '39				Mar 29 '39	600.00	Mar 29 '39	802.28*
802.28	Mar 30 '39	.50—			Mar 30 '39		Mar 30 '39	801.78*
801.78	Mar 31 '39	100.00—			Mar 31 '39		Mar 31 '39	701.78*
701.78	Apr 3 '39	116.70—			Apr 3 '39		Apr 3 '39	585.08*
585.08	Apr 6 '39	208.43—			Apr 6 '39		Apr 6 '39	376.65*
376.65	Apr 8 '39	27.20—			Apr 8 '39		Apr 8 '39	349.45*
349.45	Apr 11 '39	7.04—	76.37—		Apr 11 '39		Apr 11 '39	266.04*
266.04	Apr 15 '39	240.00—			Apr 15 '39		Apr 15 '39	26.04*
26.04	Apr 17 '39	51.11—			Apr 17 '39	297.70	Apr 17 '39	272.63*
272.63	Apr 18 '39	150.00—			Apr 18 '39		Apr 18 '39	122.63*
122.63	Apr 29 '39	15.00—			Apr 29 '39		Apr 29 '39	107.63*
107.63	May 26 '39				May 26 '39	200.00	May 26 '39	307.63*
307.63	Jun 21 '39				Jun 21 '39	499.80	Jun 21 '39	807.43*
807.43	Jun 24 '39	34.50—			Jun 24 '39	200.00	Jun 24 '39	972.93*
972.93	Jun 26 '39	100.00—			Jun 26 '39		Jun 26 '39	872.93*
872.93	Jun 27 '39	600.00—	100.00—		Jun 27 '39		Jun 27 '39	172.93*
172.93	Jun 29 '39	18.20—			Jun 29 '39		Jun 29 '39	154.73*
154.73		100.00—				100.00		154.73*
154.73	Jul 15 '39				Jul 15 '39	50.00	Jul 15 '39	204.73*
204.73	Jul 17 '39				Jul 17 '39	300.00	Jul 17 '39	504.73*
504.73	Jul 18 '39	19.20—			Jul 18 '39		Jul 18 '39	485.53*
485.53	Jul 19 '39	125.00—			Jul 19 '39		Jul 19 '39	360.53*
360.53	Jul 25 '39				Jul 25 '39	49.90	Jul 25 '39	410.43*
410.43	Jul 26 '39	44.00—			Jul 26 '39		Jul 26 '39	366.43*
366.43	Jul 27 '39	100.00—			Jul 27 '39		Jul 27 '39	266.43*
266.43	Jul 29 '39	223.60—			Jul 29 '39		Jul 29 '39	42.83*
42.83	Aug 3 '39				Aug 3 '39	82.45	Aug 3 '39	125.28*

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Amici Exhibit 204

SHEET NO. 14

NAME C. L. Stokley

ADDRESS Mt. Dora, Florida.

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
	BALANCE BROUGHT FORWARD				Jul 4 '39	125.28		
	Jul 4 '39				Jul 4 '39	98.90	July 4 '39	224.18*
224.18	Aug 8 '39	9.22—			Aug 8 '39		Aug 8 '39	214.96*
214.96	Aug 14 '39	58.00—			Aug 14 '39		Aug 14 '39	156.96*
156.96	Aug 16 '39				Aug 16 '39	74.90	Aug 16 '39	231.86*
231.86	Aug 19 '39	100.00—			Aug 19 '39		Aug 19 '39	131.86*
131.86	Aug 21	84.00—			Aug 21		Aug 21	47.86*
47.86	Aug 21 '39	42.57—	1.10—		Aug 21 '39	100.00	Aug 21 '39	104.19*
104.19	Aug 25 '39				Aug 25 '39	166.10	Aug 25 '39	270.29*
270.29	Aug 28 '39	31.40—			Aug 28 '39		Aug 28 '39	238.89*
238.89	Sep 7 '39	22.00—			Sep 7 '39		Sep 7 '39	216.89*
216.89						49.00		265.89*
265.89	Sep 9 '39	50.00—			Sep 9 '39		Sep 9 '39	215.89*
215.89	Sep 12 '39	42.57—			Sep 12 '39		Sep 12 '39	173.32*
173.32	Sep 15 '39	100.00—			Sep 15 '39		Sep 15 '39	73.32*
73.32	Sep 20 '39	7.95—			Sep 20 '39		Sep 20 '39	65.37*
65.37	Oct 7 '39	17.77—			Oct 7 '39		Oct 7 '39	47.60*
47.60	Oct 11 '39	42.57—			Oct 11 '39		Oct 11 '39	5.03*
5.03	Nov 7 '39				Nov 7 '39	98.90	Nov 7 '39	103.93*
103.93	Nov 10 '39	5.00—	6.00—	5.00—				
	Nov 10 '39	42.57—	5.00—		Nov 10 '39		Nov 10 '39	40.36*
40.36	Nov 14 '39	7.01—	1.00—	5.00—	Nov 14 '39		Nov 14 '39	27.35*
	Nov 21 '39	11.97—			Nov 21 '39		Nov 21 '39	15.38*

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Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
16.28	Nov 27 '39	.50—			Nov 27 '39		Nov 27 '39	15.78*
15.78	Dec 16	1.00—					Dec 16	14.78*
14.78	Jul 31 '40	10.00—			Jul 31 '40	146.90	Jul 31 '40	151.68*
151.68	Aug 1 '40	3.00—			Aug 1 '40		Aug 1 '40	148.68*
148.68	Aug 2 '40	10.00—			Aug 2 '40		Aug 2 '40	138.68*
138.68	Aug 5 '40	9.80—			Aug 5 '40		Aug 5 '40	128.88*
128.88	Aug 6 '40	10.00—			Aug 6 '40		Aug 6 '40	118.88*
118.88	Aug 7 '40	10.00—			Aug 7 '40		Aug 7 '40	108.88*
108.88	Aug 9 '40	10.00—			Aug 9 '40		Aug 9 '40	98.88*
98.88	Aug 12	15.00—	10.00—		Aug 12		Aug 12	73.88*
73.88	Aug 13 '40	11.00—	20.00—		Aug 13 '40		Aug 13 '40	42.88*
42.88	Aug 14 '40	15.00—			Aug 14 '40		Aug 14 '40	27.88*
27.88	Aug 15 '40	8.00—			Aug 15 '40		Aug 15 '40	19.88*
19.88	Aug 16 '40	10.00—	4.50—		Aug 16 '40		Aug 16 '40	5.38*
5.38	Aug 23 '40				Aug 23 '40	97.90	Aug 23 '40	103.28*
103.28	Aug 27 '40	20.00—			Aug 27 '40		Aug 27 '40	83.28*
83.28	Aug 28 '40	20.70—	20.00—	10.00—	Aug 28 '40		Aug 28 '40	32.58*
32.58	Aug 29 '40	5.00—	5.00—		Aug 29 '40		Aug 29 '40	22.58*
22.58	Aug 30 '40	.50—			Aug 30 '40		Aug 30 '40	22.08*
22.08	Aug 31 '40	10.00—			Aug 31 '40		Aug 31 '40	12.08*
12.08	Sep 5 '40	8.20—			Sep 5 '40		Sep 5 '40	3.88*
3.88	Oct 1 '39	3.00—	2.00—		Oct 1 '39		Oct 1 '39	1.12OD
1.12—	Oct 23 '40				Oct 23 '40	1.12	Oct 23 '40	~~1,000,000.00~~OD
499.90	Dec 11 '41	67.00—			Dec 9 '41	499.90	Dec 9 '41	499.90*
432.90	Dec 12 '40	8.30—	1.50—	17.31—	Dec 11 '41		Dec 11 '41	432.90*
	Dec 12 '40	2.00—			Dec 12 '40		Dec 12 '40	403.79*

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Amici Exhibit 204

SHEET No. 15

NAME C. L. Stokley
ADDRESS City

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
		BALANCE BROUGHT FORWARD [redacted]			Dec 13 '41	403.79		
	Dec 13 '41	11.15—	6.75—		Dec 13 '41		Dec 13 '41	385.89*
385.89	Dec 16 '41	21.32—			Dec 16 '41		Dec 16 '41	364.57*
364.57	Dec 18 '41	20.00—	20.26—		Dec 18 '41		Dec 18 '41	324.31*
324.31	Dec 19 '41	5.00—	30.00—		Dec 19 '41		Dec 19 '41	289.31*
289.31	Dec 20 '41	24.25—			Dec 20 '41		Dec 20 '41	265.06*
265.06	Dec 24 '41	10.00—			Dec 24 '41		Dec 24 '41	255.06*
255.06	Jan 6 '41	250.00—			Jan 6 '41		Jan 6 '41	5.06*
5.06	Jan 8 '41				Jan 8 '41	149.90	Jan 8 '41	154.96*
154.96	Jan 10 '41				Jan 10 '41	27.03	Jan 10 '41	181.99*
181.99	Jan 15 '41	3.51—			Jan 15 '41		Jan 15 '41	178.48*
178.48	Jan 16 '41	2.40—	11.65—		Jan 16 '41		Jan 16 '41	164.43*
164.43	Jan 21 '41	150.00—			Jan 21 '41		Jan 21 '41	14.43*
14.43	Jan 25 '41				Jan 25 '41	399.90	Jan 25 '41	414.33*
414.33	Jan 29 '41	100.00—	100.00—	.50—	Jan 29 '41		Jan 29 '41	213.83*
213.83	Feb 3 '41	21.85—	28.80—		Feb 3 '41		Feb 3 '41	163.17*
163.17	Feb 5 '41	1.67—			Feb 5 '41		Feb 5 '41	161.50*
161.50	Feb 6 '41	32.22—	21.25—		Feb 6 '41		Feb 6 '41	108.03*
108.03	Feb 10 '41	3.50—			Feb 10 '41		Feb 10 '41	104.53*
104.53	Feb 11 '41	80.00—			Feb 11 '41		Feb 11 '41	24.53*
24.53	Feb 14 '41				Feb 14 '41	665.90	Feb 14 '41	690.43*
690.43	Feb 15 '41	6.20—			Feb 15 '41		Feb 15 '41	684.23*
684.23*	Feb 18 '41	500.00—			Feb 18 '41		Feb 18 '41	184.23*

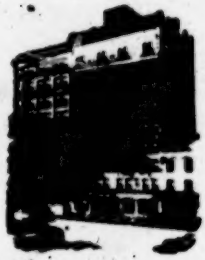
8256

SHEET No. 15 (Cont'd)

Old Balance	Date Paid	Checks	Checks	Checks	Date Rec'd	Deposits	Date	New Balance
184.23	Feb 19 '41	57.00—	53.64—	4.47—	Feb 19 '41		Feb 19 '41	69.12*
69.12	Feb 20 '41	41.00—			Feb 20 '41		Feb. 20 '41	28.12*
28.12	Feb 26 '41	.50—			Feb 26 '41		Feb 26 '41	27.62*
27.62	Feb 28 '41				Feb 28 '41	98.90	Feb 28 '41	126.52*
126.52	Mar 3 '41	20.00—	131.76—		Mar 3 '41	65.00	Mar 3 '41	39.75*
39.75	Mar 10 '41	10.00—			Mar 10 '41		Mar 10 '41	29.76*
29.76	Mar 11 '41	10.00—			Mar 11 '41		Mar 11 '41	19.76*
19.76	Mar 18 '41				Mar 18 '41	42.00	Mar 18 '41	61.75*
61.75	Mar 20 '41	16.62—			Mar 20 '41		Mar 20 '41	45.14*
45.14	Mar 22 '41	47.00—			Mar 22 '41		Mar 22 '41	1.86OD
1.86	Mar 26 '41				Mar 26 '41	2.00	Mar 26 '43	.14*
.14	Mar 29 '41	.50—			Mar 29 '41	394.26	Mar 29 '41	393.90*
393.90	Apr 1 '41				Apr 1 '41	150.00	Apr 1, '41	543.90*
543.90	Apr 3 '41	8.43—			Apr 3, '41		Apr 3 '41	535.47*
535.47	Apr 7 '41	29.40—	150.00—		Apr 7 '41		Apr 7 '41	356.07*
356.07	Apr 9, '41	15.90—			Apr 9 '41		Apr 9 '41	340.17*
340.17	Apr 10 '41				Apr 10 '41	192.29	Apr. 10 '41	532.46**
532.46	Apr 12 '41	400.00—			Apr 12 '41		Apr. 12 '41	132.46*
132.46	Apr 17 '41	50.00—	19.75—		Apr 17 '41		Apr 17 '41	62.71*
62.71	Apr 21 '41	100.00—			Apr 21 '41		Apr 21 '41	37.29OD
37.29—	Apr 29 '41	400.00—	.50—		Apr 29 '41	530.30	Apr 29 '41	92.51*
92.51	May 2 '41	115.56—			May 2 '41	25.03	May 2 '41	1.98*
1.98	May 5 '41				May 5 '41	615.00	May 5 '41	616.98*
616.98	May 7, '41	200.00—			May 7 '41		May 7 '41	416.98*
416.98	May 12 '41	411.15—			May 12 '41		May 12 '41	5.83*
5.83	May 29 '41	.50—			May 29 '41		May 29 '41	5.33*

3257

Amici Exhibit 205



Mrs J. Whitney

SAVANNAH GA

Mrs Emmie Cole
911 Washington Ave
Eustis
Fla

Via SAVANNAH Georgia oldest and most beautiful city
Numerous points of historical interest

205

The Whitney
HOTEL
CONGRESS AT BULL FACING THE PARK
MODERN – FIREPROOF
SAVANNAH, GA.

Dec 19 – 41

Emma I tried to see you before I had to leave. The U.S. Deputy Marshal came to see me in Mt. Dora. I had a life insurance policy made to you and girls for $30.00 with double indemnity I had carried it 15 years and 7 mo. had it in a safety deposit box and all at my death your part was to deliver it to you in person after he read letter. Sure mama you were all through with me. He showed me surrender value to cash and get cash value which I did Real $650.94 Where I made my mistake I sent the check with a

VISIT SAVANNAH, Georgia's oldest and most beautiful city
Numerous points of historical interest

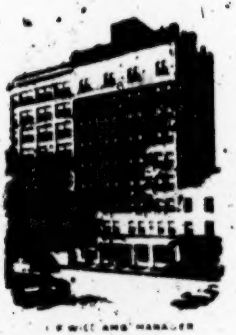
205½

The Whitney
HOTEL
CONGRESS ST. & BULL FACING THE PARK
MODERN - FIREPROOF
SAVANNAH, GA.

J. F. WILLIAMS, MANAGER

2

Tamahill Bank &c to Judged
Paying my years interest I should
have Deposited &c from Dec &c.
in Bank of Tamahill and made &c
for the Whole amt They have sent
me to Explain to the High Court
Why I called this &c in &c Policy
I shal tell them for Limineth Leonard
They also confirmed your letter of
about one, — must Hit said it must
come to Atlantic Hot.! Debty Marshal
ask me Whom had you Wronged all
these years I told him I did not know
He also wanted to know What Wod meet
by Mr Barnes letter of ~~about~~ ~~about~~ ~~about~~



The Whitney—
HOTEL
CONGRESS ST. AT BULL FACING THE PARK
MODERN—FIREPROOF
SAVANNAH, GA.

saying he had Rite address and do
they believe We are holding evidence
government Evidence in regards to
Investigation now Yeah I dont know
any thing. ah they will pick you
to Court and have our Packer up
There at the government dont mind
Expences your after 29 years
should they come Evening you know
Nothing

VISIT SAVANNAH Georgias oldest and most beautiful city
Numerous points of historical interest

Amici Exhibit 206

C. L. STOKLEY & SON
Growers and Shippers
FLORIDA FRUIT AND VEGETABLES
MT. DORA, FLORIDA

February 27, 1939.

Judge J. Warren Davis
Trenton, New Jersey

Dear Judge:

Below I have listed the fruit you had us send for you this winter so far, and for which we thank you very much.

Fruit through 1/23/39—6 whole bxs	$15.00
Fruit 2/2/39—27 whole bxs, 9 half	83.25
Fruit 2/14/39—3 whole, 2 half	11.00
Fruit 2/27/39—14 whole, 9 half	50.75
Total to credit on Interest	$160.00
(handwritten note)	52.50 more credit

I got the rest of the fruit off today and will get the express receipts tomorrow and enclose your last set. Thank you for getting the other orders for us. I fixed them up with the same good blood oranges that I sent for you. They are the sweetest at this time. So I am sure the people will be satisfied with the quality.

Judge, the fish are biting fine. Today, while I was down at the depot, a gentleman came up from the Lakeside Hotel with a beautiful black bass that weighed about ten pounds. I surely hope you can get in some good fishing when you return. I shall have the boat ready.

As I am trying to keep all records pertaining to the place, would you please send me a notation of this credit on interest?

Hoping you are all well and the weather is mild, I am,

Yours truly,

/s/ Bill

Amici Exhibit 207

March 3, 1939

Mr. Charles L. Stokley,
Mount Dora, Florida.

Dear Charlie:

You have paid between January 23, 1939 and February 27, 1939, as interest on the indebtedness of your Orange County properties, $160.00, by fruit shipped during that period. I have credited this interest on the indebtedne on the Orange County properties, which I hope will meet with your approval.

If you will keep the record of this payment with the other payments made, when I am down there in the near future, we will go over them and make a statement of all of your payments, so there may be no misunderstanding about them in the future.

Your Cousin,

Amici Exhibit 208 for Identification

Printed as Universal Exhibit 34.

Amici Exhibit 209a

C. L. Stokley & Son
GROWERS AND SHIPPERS
FLORIDA FRUIT AND VEGETABLES
MT. DORA, FLORIDA

INCOME
(September 1, 1937 to
September 1, 1938

N J Ward & Co	
2732½ bu Frt	$6,438.78
Ford Brothers	
1224 bu Frt	3400.00
T O Williams	
1180 bu Frt	1903.80
Paul R Dawes	
384 bu Frt	873.44
Fruit Stand in Norfolk	
1426 bu Frt	3231.65
Judge J Warren Davis	
25 bu Frt	182.50
Senator Gordon	
175 bu Frt	437.50
Negro Rents	735.00
Negro Rents in Labor	216.00
Total Income	17,429.13

209a

Amici Exhibit 209b

C. L. Stokley & Son
GROWERS AND SHIPPERS
FLORIDA FRUIT AND VEGETABLES
MT. DORA, FLORIDA

Expenses
(9-1-37 & 1-38.

Packing Fruit	$2,279.19
Picking Fruit	800.00
Freight (other than our truck)	7,080.00
GMC Truck	3,800.68
Pickup Truck	523.75
Insurance (Fire, Truck, & Life)	538.44
Feeds	284.47
Fertilizer (March 1, 1937 - Sept 1, 1938)	3,177.80
Repairs to Negro Houses	470.50
Negro Labor	270.00
Storage at Norfolk, Va.	701.84
Taxes	361.21
Interest Paid Judge Davis 7/2/38	400.00
Household & Living (Dr. Sick included)	1,055.00
Vacation	120.00
	$20,778.38

209-b

Amici Exhibit 210a

C. L. Stokley & Son
GROWERS AND SHIPPERS
FLORIDA FRUIT AND VEGETABLES
MT. DORA, FLORIDA

Ex. 1
for Identification
3/2/00

210a

Amici Exhibit 210b

Expenses

9-1-37 to 9-1-38

Packing fruit	56,79 16
Picking fruit	900.—
Freight Body Hauler truck	2,08c.—
GMC Truck	3,800 68
Pick up truck	523 75
Insurance (fire, truck & life)	538 44
Feeds	254 97
Trucking 3-1-37 to 9-1-38	3172 80
Repairs & Negro houses	470 50
Negro labor	270—
Storage at Norfolk	701 84
Taxes	361 21
Horse hold & Lumber Inc Debts	1055 00
Vacation	120 00
	19,878 38

210b

Amici Exhibit 211

Amici Ex 211
ER

Mt Dora Fla
April 7— 34

Mr Morgan D Kaufman
Ambassador Hotel
New York City

Dear Sir

I am taking to relate How little I realized out of my fruit Crop. last at Tomatoes you know how cheap fruit has been in your Northern Markets. I have all taken which Which amt to about fifty seven hundred dollars. This as you know since you made out the Loan I am going to do My best to make another pay-ment on Together year. I will be frank with you I have made some payments on another obligation or I could have paid you more. I shall do my best in the future and if I have one or two good crops and if fruit sells only fair I will be able to pay off the full now I hope you will be patient with me as I am doing my best

Yours Truly
O. E. Mabry

3/6/34
DB

Mt Dora Fla

May 11 — 38

Mr Morgan S Kaufman

Ambassador Hotel

NY City

For your information I have left City. Left and Go To [illegible] With you last at your House on Dec 20th. We had a freak freeze that damaged our orange crop and the market are taking the advantage so I don't believe we will realize much out of the remainder of our crop. I am doing my best & believe with our good crop I can pay up Haveing if you Demand settlement I find I can get a loan here from a neighbor

Thanking ya for bearing with me this far

Very Truly

C E Slattery

Amici Exhibit 213

EXPENSES

1938		Grove	Tenement Houses	Truck	Loan and Interest	Home Exp.	Garden	Taxes	Insurance	Total
9 1	New York Life Ins. Co.								31.65	31.65
9 6	Raymond Auto Parts Co.			9.65						9.65
9 6	Taxes Stone Bldg—Murphy Act							22.87		22.87
9 8	Taxes—Eastown houses—Murphy Act							57.71		57.71
9 8	Town of Mt. Dora					7.03				7.03
9 12	Taxes Pet Grove (1936-7)							10.83		10.83
9 13	Int. Tavares Bank Note				1.34					1.34
9 12	Riley Grocery Co.					10.00				10.00
9 15	Burton's Garage			12.80						12.80
9 23	Labor on Grove (Pruning, Lacing Culti)	50.00								50.00
9 27	Strawberry plants						3.00			3.00
9 21	Riley Grocery Co.					11.50				11.50
9 30	Burpee Seed Co.						14.43			14.43
9 28	Chase & Co—Roof Materials		102.50							102.50
9 30	Taxes—R. R. Grove & Eastown							3.90		3.90

Amici Exhibit 215

1938			Grove	Tenement Houses	Truck	Loan and Interest	Home Exp.	Garden	Taxes	Insurance	Total
10	3	C. C. C. & Fortner	102.01								102.01
10	3	Mt. Dora Hardware—Roofing		5.62							5.62
10	3	P. C. Stokley—Retainer Fee				10.00					10.00
10	1	Tavares Bank loan				200.00					200.00
10	4	Burton's Garage			10.00						10.00
10	5	Taxes Orlando lots—Murphy Act							58.19		58.19
10	5	Sears, Roebuck—Shoes & Misc.					15.00				15.00
10	5	Town of Mt. Dora Water & light					14.79				14.79
10	5	Town of Mt. Dora Water (East Town)		4.65							4.65
10	8	C. C. C.	25.00								25.00
10	8	Riley Grocery Co.					9.50				9.50
10	7	Birdsey's—chicken feed					3.00				3.00
10	10	Chickens (Mrs. Brantley)					20.00				20.00
~~11~~	~~5~~	~~Taxes Orange County Grove (38)~~									
10	18	Burton's Garage			14.00						14.00
			177.01	112.77	46.45	211.34	90.82	17.43	153.50	31.65	

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Amici Exhibit 213

EXPENSES

1938		Grove	Tenement Houses	Truck & Car	Loan and Interest	Home Exp.	Garden	Taxes	Insurance	Total
	Totals Bro't Forward	177.01	112.77	46.45	211.34	90.82	17.43	153.50	31.65	
10 8	C. C. C.	8.65								8.65
10 26	Union Life Ins Company								9.60	9.60
11 3	Orange Plate Glass Company			3.00						3.00
11 3	Burton's Garage			8.25						8.25
11 4	Yowell Drew Company					10.00				10.00
11 4	Rileys Grocery Company					12.00				12.00
11 5	Town of Mt. Dora—Lights					6.28				6.28
11 5	Taxes Orange County Grove							12.64		12.64
11 6	Birdsey's—Chicken Feed					4.05				4.05
11 1	Lewis Pike, Jr. (meat for church)					6.36				6.36
11 6	Western Union	1.06								1.06
11 8	H. C. Whelchel—Hay					10.00				10.00
11 8	Burpee Seed Company						7.76			7.76
11 12	C. H. Harnage—Fence Posts	12.00								12.00
11 12	Riley Grocery Company					10.00				10.00

Amici Exhibit 213

1938		Grove	Tenement Houses	Truck & Car	Loan and Interest	Home Exp.	Garden	Taxes	Insurance	Total
11 12	Orlando Newspaper					1.05				1.05
11 16	Sanford Machine Company		4.00							4.00
11 16	Burpee Seed Company						12.10			12.10
11 19	Orange pickers	55.00								55.00
11 21	Riley Grocery Company					12.50				12.50
11 21	Florida Agri Supply Co. (Poison)						2.50			2.50
11 25	Mt. Dora Growers Coop.	166.85								166.85
11 26	" " " "	205.16								205.16
11 26	Orange pickers	58.00								58.00
11 29	Western Union	1.25								1.25
11 29	Riley Grocery Company					6.00				6.00
11 23	Burtons Garage			10.50						10.50
11 29	Birdseys—Chicken Feed					1.40				1.40
11 30	Labor in Groves	20.00								20.00
		704.98	116.77	68.20	211.34	170.46	39.79	166.14	41.25	

Amici Exhibit 213

EXPENSES

1938		Grove	Tenement Houses	Truck & Car	Loan and Interest	Home	Garden	Taxes	Insurance	Total
	Totals brot Forward	704.98	116.77	68.20	211.34	170.46	39.79	166.14	41.25	
12 1	Mt. Dora Growers Coop	140.00								140.00
12 1	Bank of Tavares (1st Note)				100.00					100.00
12 1	" " "				2.01					2.01
12 3	Orange pickers	49.00								49.00
12 3	Mt. Dora Growers Coop	182.92								182.92
12 9	" " " "	167.02								167.02
12 9	" " " "	148.47								148.47
12 7	C. C. C.	3.42								3.42
12 7	Burtons Garage			9.50						9.50
12 10	Sears, Roebuck & Co					10.00				10.00
12 10	Burtons Garage			5.00						5.00
12 10	First State Bank				25.00					25.00
12 12	Orange pickers	17.50								17.50
12 14	Dr. L. M. Orr II—Examination					20.00				20.00
12 14	Orange General Hospital					50.00				50.00

Amici Exhibit 213

1938		Grove	Tenement Houses	Truck & Car	Loan and Interest	Home	Garden	Taxes	Insurance	Total
12 14	Mt. Dora Growers Coop	182.38								182.38
12 16	" " " "	149.91								149.91
12 20	Orange General Hospital					25.94				25.94
12 15	Orlando Newspaper					1.05				1.05
12 13	M. Wlach (chicken Fertilizer)	52.00								52.00
12 19	Bank of Tavares (2nd Note)				100.00					100.00
12 19	Art Frazier—Freight	1,158.70								1,158.70
12 19	Art Frazier—Freight	124.85								124.85
12 22	Burpee Seed Company						10.38			10.38
12 22	Bentley Livery Company					95.00				95.00
12 23	Burtons Garage			9.50						9.50
12 22	Riley Grocery Company					7.25				7.25
12 24	W. C. Stokley					25.00				25.00
12 26	New York Life Ins. Co.								31.65	31.65
		3,082.15	116.77	92.20	438.35	404.70	50.17	166.14	72.90	

1938		Grove	Tenement Houses	Truck & Car	Loan and Interest	Home	Garden	Taxes	Insurance	Total
	Total bro't Forward	3,082.15	116.77	92.20	438.35	404.70	50.17	166.14	72.90	
12 27	Western Union	3.64								3.64
11 3	Bank of Tavares				3.00					3.00
		3,085.79	116.77	92.20	441.35	404.70	50.17	166.14	72.90	

Amici Exhibit 213

EXPENSES

1939		Grove	Tenement Houses	Truck & Car	Loan and Interest	Home	Garden	Taxes	Insurance	Total
	Total bro't Forward	3,085.79	116.77	92.20	441.35	404.70	50.17	166.14	72.90	
1 3	Riley Groc. Company					5.00				5.00
1 4	Town of Mt. Dora		4.73							4.73
1 3	Watson Prod. Co.					12.25				12.25
1 13	Burtons Garage			14.30						14.30
1 11	H. Rumley—Hay					7.20				7.20
1 16	C. C. C.	50.00								50.00
1 16	Orlando Newspaper					1.05				1.05
1 3	Sanford Market—baskets						7.50			7.50
1 18	Town of Mt. Dora (Lights & water)					16.58				16.58
7 17	Plate Glass Ins. Cabco-Hoag		17.51							17.51
1 20	Bank of Tavares (3rd Note)				100.00					100.00
1 18	Riley's Groc. Co.					1.50				1.50
1 20	License Tag De Sota			15.25						15.25
1 21	Burton's Garage			9.00						9.00
1 31	State of Florida (Truck Lic)			15.25						15.25

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Amici Exhibit 213

1939		Grove	Tenement Houses	Truck & Car	Loan and Interest	Home	Garden	Taxes	Insurance	Total
1 31	Burpee Seed Co.						12.12			12.12
2 1	C. C. C.	10.38								10.38
2 1	J. C. Penny Clothing Co.					10.00				10.00
2 1	Yowell-Drew-Orlando					25.00				25.00
2 2	J. Warren Davis—Frt	53.17								53.17
2 4	Riley's Groc. Co.					6.00				6.00
2 7	E. A. Redditt—Plumber		9.65							9.65
2 5	Burton's Garage			8.50						8.50
2 14	Union Life Ins. Co.								19.20	19.20
2 14	Ocklawaha Nurseries	85.85								85.85
2 15	Senator Sardon—Frt	159.05								159.05
2 15	Burton's Garage			14.05						14.05
2 23	Lake Side Inn—Bentley	15.75								15.75
2 27	Kaufman, Seymour, Weisl & Arnstein —Frt	25.58								25.58
		3,485.67	148.66	168.55	541.35	489.28	69.79	166.14	92.10	

Amici Exhibit 213

EXPENSES

1939		Grove	Tenement Houses	Truck & Car	Loan and Interest	Home	Garden	Taxes	Insurance	Total
	Total Bro't Forward	3,485.57	148.66	168.55	541.35	489.28	69.79	166.14	92.10	
2 28	Riley Groc. Co.					5.00				
2 23	Geo. Doakes—Pet Grove Tax '38							3.97		
2 18	Sears, Roebuck & Co.					15.00				
2 20	C. C. C.	11.52								
2 28	Paul Terrentine—Express	25.58								
2 28	Burton's Garage			15.75						
3 2	Paul Terrentine—Express	10.93								
3 6	C. C. C.	3.42								
3 29	C. C. C.	100.00								
3 30	C. C. C.	116.70								
3 31	C. C. C.	76.37								
3 15	New York Life Ins Co.								114.80	
3 18	Riley's Groc. Co.					8.00				
3 10	Burton's Garage			10.00						
3 18	Birdseys Feed Co.					7.50				

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Amici Exhibit 213

1939		Grove	Tenement Houses	Truck & Car	Loan and Interest	Home	Garden	Taxes	Insurance	Total
4 3	Maxwell Stewart—Truck								27.20	
4 3	Mt. Dora Growers Coop	208.43								
4 14	" " " "	150.00								
4 15	Orange Pickers	175.00								
4 17	Bank of Tavares (Int on Loan)				2.30					
4 22	Mt. Dora Growers Coop	250.00								
4 25	Wells drilled Eastown		15.00							
4 25	Burton's Garage			16.75						
4 29	Riley Groc. Company					6.50				
4 29	J. C. Penny					5.00				
4 29	Birdseys Feed Co.					3.00				
5 8	Burtons Garage (Truck—clutch)			6.00						
5 8	Town of Mt. Dora Lights & Water to date					48.36				
5 8	Western Union to date	7.49								

3881

Amici Exhibit 213

EXPENSES

1939		Grove	Tenement Houses	Truck & Car	Loan and Interest	Home	Garden	Taxes	Insurance	Total
	Total Brot Forward									
4 22	C. C. C.	121.50								
4 11	Portsmouth Feed Co.					51.11				
4 22	Jefferson Loan Co.					15.00				
5 24	Burton's Garage			11.50						
5 27	Riley's Groc. Co			7.20						
6 7	Town of Mt. Dora—Lights.....					6.91				
6 10	Roofing Eastown Houses		15.00							
6 10	Frank Wilson—Roof labor.....		6.00							
6 22	Mt. Dora Growers Coop	100.00								
7 24	" " "	44.22								
6 20	Burton's Garage			10.00						
6 25	Union Life Ins Co.								19.20	
6 25	New York Life Ins. Co.								18.20	
6 23	C. C. C.	100.00								
5 15	Morgan S. Kaufman	600.00								

Amici Exhibit 213

1939		Grove	Tenement Houses	Truck & Car	Loan and Interest	Home	Garden	Taxes	Insurance	Total
6 22	V. G. Shipley—Honey	34.50								
5 17	Bank of Tavares				300.00					
4 10	L. C. Greene—Honey	25.00								
6 26	Orange pickers	28.25								
5 6	Mt. Dora Growers Coop	122.30								
5 15	" " " "	214.97								
	200—check									
	14.97 Cash									
5 15	" " " "	775.48								
5 20	T. O. Williams			30.00						
5 11	Art Frazier	1,001.00								
6 26	Owen Conrad—Freight	125.00								

3283

Amici Exhibit 214 for Identification

Omitted pursuant to agreement of counsel.

Amici Exhibit 215a

AMICI EX 215(A)

Form C-60-GEN-Rev. Revised-7-24-40

No. 76896 R

OFFICE OF CLERK CIRCUIT COURT

Lake County, Fla., 194 7

RECEIVED OF C. L. Stokes Estate

Seventeen Hundred Twenty-five & 31/100 Dollars, $1725.03

(Represented by Cash $....., by Bonds $....., by Coupons $.....)

account of taxes due State and County aforesaid, and other legal charges in connection with sale, redemption or cancellation of Tax Certificate No. 1658 of the sale of 1936 for 1935 distributed as follows:

DESCRIPTION OF BONDS AND COUPONS

BOND ISSUED BY	Bond and/or Coupon Data		Bond		Coupon		Amount Used
	Issued	Maturity	No.	Denomination	No.	Denomination	
	/			$		$	$
	This receipt does not cover the 1941 taxes. THE 1941 TAXES ARE PAYABLE TO TAX COLLECTOR November 1st, 1941 to April 1st, 1942.						

Amount of Face of Certificate (R.L 38.65) $16.82

Interest on same $ 8.15 $24.97

Subsequent Omitted Taxes for the Years:

$ 1936 $4.45

$ 1937 $4.13

$ 1938 $16.03

$ 1939 $3.43

$ 1940 $11.73 $69.77

Interest on Omitted Taxes $ 24.79

Amount of Fee and Search $ 5.50

Total Amount received as first above shown $1725.03

on property described below:

DESCRIPTION OF LANDS	Sec.	Twp.	Range	Acres
E½ SE¼ Block 134 Mt. Dora	31	19	27	

C. J. Dykes, Clerk Circuit Court Lake County

Clerks of the Circuit Court shall use and issue only this form of receipt for all collections made in connection with sale, redemption or cancellation of tax certificates; whether State or Individual certificates. Original receipt to be issued to Taxpayer; duplicate copy to be forwarded to State Comptroller on the first of each month following date of issuance. Triplicate copy to remain in book for Clerk of the Circuit Court.

Carbon Copy J. M. LEE, Comptroller.

Amici Exhibit 215b

Amici Exhibit 215(B)

No. 76898 R

OFFICE OF CLERK CIRCUIT COURT

Lake County, Fla., 194

RECEIVED OF C. L. Stokes, Summerlad Apt 36/16 a total of Six hundred and six 36/100 Dollars, $606.36

(Represented by Cash $..... by Bonds $..... by Coupons $.....) account of taxes due State and County aforesaid, and other legal charges in connection with sale, redemption or cancellation of Tax Certificate No. 1069 of the sale of 1936 for 1935 distributed as follows:

DESCRIPTION OF BONDS AND COUPONS

BOND ISSUED BY	Bond and/or Coupon Date		Bond		Coupon		Amount Used
	Issued	Maturity	No.	Denomination	No.	Denomination	
				$		$	$
	This receipt does not cover the 1941 taxes.						
	THE 1941 TAXES ARE PAYABLE TO TAX COLLECTOR						
	November 1st, 1941 to April 1st, 1942.						

Amount of Face of Certificate (Red 252.63)		$103.05	
Interest on same		$ 48.89	$ 148.94
Subsequent Omitted Taxes for the Years:			
$.....	1936	$ 86.70	
$.....	1937	$ 84.75	
$.....	1938	$ 64.88	
$.....	1939	$ 52.48	
$.....	1940	$ 40.13	$ 326.94
Interest on Omitted Taxes			$ 124.48
Amount of Fee and Search			$ 6.00
Total Amount received as first above shown on property described below:			$ 606.36

DESCRIPTION OF LANDS	Sec.	Twp.	Range	Acres
Block 414. 419. N 240 ft of Block 414 Mt. Dora	31	19	27	

H. J. Dayton, Clerk Circuit Court, Lake County

Clerks of the Circuit Court shall use and issue only this form of receipt for all collections made in connection with sale redemption or cancellation of tax certificates, whether State or Individual certificates. Original receipt to be issued to Taxpayer; duplicate copy to be forwarded to State Comptroller on the first of each month following date of issuance. Triplicate copy to remain in book for Clerk of the Circuit Court.

J. M. LEE, Comptroller

Certified

Amici Exhibit 215c

Form C-[illegible]

No. 76899 R

OFFICE OF CLERK CIRCUIT COURT

7-2 1941 [illegible] County, Fla., 194 2

RECEIVED OF C. L. Stokely a total of

Two hundred forty seven 37/100 Dollars, $ 247 37

(Represented by Cash $ ....., by Bonds $ ....., by Coupons $ .....)

account of taxes due State and County aforesaid, and other legal charges in connection with sale, redemption or cancellation of Tax Certificate No. 1370 of the sale of 1936 & on 1935 distributed as follows:

DESCRIPTION OF BONDS AND COUPONS

BOND ISSUED BY	Bond and/or Coupon Date		Bond		Coupon		Amount Used
	Issued	Maturity	No.	Denomination	No.	Denomination	
				$		$	$

This receipt does not cover the 1941 taxes
THE 1941 TAXES ARE PAYABLE TO TAX COLLECTOR
November 1st 1941 to April 1st 1942

Amount of Face of Certificate (Red 11504)	$ 35 01	
Interest on same	$ 16.30	$ 51.31
Subsequent Omitted Taxes for the Years:		
$	1934 $ 28.90	
$	1937 $ 29.35	
$	1938 $ 32.05	
$	1939 $ 26 95	
$	1940 $ 23 45	$ 139 50
Interest on Omitted Taxes		$ 49.56
Amount of Fee and Search		$ 6.00
Total Amount received as first above shown		$ 246.37

on property described below:

DESCRIPTION OF LANDS	Sec.	Twp.	Range	Acres
N 272 ft of Block 4 [illegible]				
Wm Dora	31	19	27	

Jos. J. Dykes Clerk Circuit Court Lake County

Clerks of the Circuit Court shall use and issue only this form of receipt for all collections made in connection with sale, redemption or cancellation of tax certificates, whether State or individual certificates. Original receipt to be issued to Taxpayer; duplicate copy to be forwarded to State Comptroller on the first of each month following date of issuance. Triplicate copy to remain in book for Clerk of the Circuit Court.

[Certified]

J. M. LEE, Comptroller. 215c

9-41

Amici Exhibit 215d

Form C-46-000-Rev. Warrant 7-41

№ 76900 R

OFFICE OF CLERK CIRCUIT COURT

Jul. 19 42 County, Fla., 194 2

RECEIVED OF C. L. Stotler a total of

Thirty-six & 70/100 Dollars, $ 36.70

(Represented by Cash $ ....., by Bonds $ ....., by Coupons $ .....)
account of taxes due State and County aforesaid, and other legal charges in connection with sale, redemption or cancellation of Tax Certificate No. 1071 of the sale of 1936 for 1935 distributed as follows:

DESCRIPTION OF BONDS AND COUPONS

BOND ISSUED BY	Bond and/or Coupon Date		Bond		Coupon		Amount Used
	Issued	Maturity	No.	Denomination	No.	Denomination	
				$		$	$

This receipt does not cover the 1941 taxes
THE 1941 TAXES ARE PAYABLE TO TAX COLLECTOR
November 1st 1941 to April 1st 1942

Amount of Face of Certificate (R.L 128-)		$ 5 54	
Interest on same		$ 2 04	$ 7.58
Subsequent Omitted Taxes for the Years:			
$	1936	$ 3 61	
$	1937	$ 3 53	
$	1938	$ 4 01	
$	1939	$ 3 35	
$	1940	$ 2 93	$ 17 43
Interest on Omitted Taxes			$ 6.19
Amount of Fee and Search			$ 5.50
Total Amount received as first above shown on property described below:			$ 36.70

DESCRIPTION OF LANDS	Sec.	Twp.	Range	Acres
S 28.6 ft of Block 416 E of Lincoln Terrace.				
N 71.4 ft of Block 417 E of Lincoln Terrace - Mt Dora	31	19	27	

Jos. Hughes, Clerk Circuit Court, Lake County

Clerks of the Circuit Court shall use and issue only this form of receipt for all collections made in connection with sale, redemption or cancellation of tax certificates, whether State or individual certificates. Original receipt to be issued to Taxpayer; duplicate copy to be forwarded to State Comptroller on the first of each month following date of issuance. Triplicate copy to remain in book for Clerk of the Circuit Court. [Certified]

J. M. LEE, Comptroller.

Amici Exhibit 215e

No. 76901 R

OFFICE OF CLERK CIRCUIT COURT

Oct 19 Lake County, Fla., 1942

RECEIVED OF C. L. Stokely

Two hundred & 26/100 — a total of Dollars, $200.26

(Represented by Cash $ —, by Bonds $ —, by Coupons $ —)
account of taxes due State and County aforesaid, and other legal charges in connection with sale, redemption or cancellation of Tax Certificate No. 1047 of the sale of 1937 or 1936 distributed as follows:

DESCRIPTION OF BONDS AND COUPONS

BOND ISSUED BY	Bond and/or Coupon Date		Bond		Coupon		Amount Used
	Issued	Maturity	No.	Denomination	No.	Denomination	
				$		$	$

This receipt does not cover the 1941 Taxes.
THE 1941 TAXES ARE PAYABLE TO TAX COLLECTOR
November 1st, 1941 to April 1st, 1942

Amount of Face of Certificate (Red 14.55)			$35.00
Interest on same			$13.87 $48.94
Subsequent Omitted Taxes for the Years:			
	$		$
	$	1927	$2.825
	$	1935	$3.205
	$	1937	$26.85
	$	1940	$23.45 $110.60
Interest on Omitted Taxes			$34.77
Amount of Fee and Search			$ .600
Total Amount received as first above shown on property described below:			$200.26

DESCRIPTION OF LANDS	Sec.	Twp.	Range	Acres
Block 405 Block 404, 406 H & J RR	31	19	27	

Jno J Taylor, Clerk Circuit Court Lake County

Clerks of the Circuit Court shall use and issue only this form of receipt for all collections made in connection with sale, redemption or cancellation of tax certificates, whether State or Individual certificates. Original receipt to be issued to Taxpayer; duplicate copy to be forwarded to State Comptroller on the first of each month following date of issuance. Triplicate copy to remain in book for Clerk of the Circuit Court.

[Certified] J. M. LEE, Comptroller.

Amici Exhibit 216

UNITED STATES CIRCUIT COURT OF APPEALS

THIRD JUDICIAL CIRCUIT

Chambers of
Judge Davis

Trenton, N. J.

March 23, 1939

Honorable Franklin D. Roosevelt,
President of the United States,
Washington, D. C.

My dear Mr. President:

You may recall that I wrote you endorsing the bill introduced in Congress for the reorganization of the federal judiciary.

I am more than seventy years old and have served nearly twenty-three years on the federal bench, four years as district judge and nearly nineteen years as a judge of the United States Circuit Court of Appeals. I am, therefore, eligible to retire, under the provisions of section 260 of the Judicial Code as amended (Title 28 U.S.C.A. section 375), "from regular active service on the bench". Consistency requires me to do so. Accordingly I desire to retire, the date of my retirement to take effect at your pleasure.

Yours sincerely,

/s/ J. Warren Davis.

Amici Exhibit 216.

COPY

Hyde Park, New York,
April 29, 1939.

My dear Judge Davis:

I have your letter of March twenty-third, notifying me of your desire to retire as Judge of the United States Circuit Court of Appeals for the Third Circuit. Your retirement is hereby accepted effective at the close of business April 15, 1939.

I desire to take this opportunity to express my appreciation of your long service on the Bench and to wish for you many years of health and happiness.

Very sincerely yours,

(signed) FRANKLIN D. ROOSEVELT

Honorable J. Warren Davis,
Judge, United States Circuit
Court of Appeals.
Trenton,
New Jersey

Amici Exhibit 216

UNITED STATES (SEAL) OF AMERICA

DEPARTMENT OF JUSTICE

January 15, 1943

PURSUANT TO TITLE 28, SECTION 661, U. S. CODE (SEC. 882, REVISED STATUTES), I HEREBY CERTIFY THAT THE ANNEXED PAPERS ~~is~~ ARE ~~A~~ TRUE COPIES OF THE ORIGINAL RECORD IN THIS DEPARTMENT, OF letter of application for retirement, dated March 23, 1939, to the President from Judge J. Warren Davis; and letter of acceptance dated April 29, 1939, from the President of Judge J. Warren Davis.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of the Department of Justice to be affixed, on the day and year first above written.

/s/ (Signature illegible)
to the
The Assistant Attorney General

SEAL
JWD

Amici Exhibit 217

UNITED STATES CIRCUIT COURT OF APPEALS

THIRD JUDICIAL CIRCUIT

PHILADELPHIA

Chambers of
JUDGE BUFFINGTON

January 15, 1935.

Hon. J. Warren Davis
U. S. Circuit Judge
Trenton, N. J.

Hon. J. Whitaker Thompson
U. S. Circuit Judge
Philadelphia

My dear Judge:

I feel this case involving the reorganization of the Philadelphia Company for Guaranteeing Mortgages ought to be disposed of with reasonable promptness. Assuming from the talk I have had with both of you that the decree below will be affirmed, I have taken the liberty of preparing the enclosed as a per curiam to be submitted for your consideration on Thursday at our conference. I send this preliminary copy so that you can look it over at your leisure before that day.

Cordially yours,

/s/ Joseph Buffington

Amici Exhibit 218

Sheet No..... Account No.....

Rating Credit Limit Name C. L. Stokley 72

Business Address

Terms

DATE	ITEMS	FOLIO	✓	DEBITS	DATE. 1939	ITEMS	FOLIO	✓	CREDITS
					Jun 22	Interest	CR67		600 —
					1941				
					Apr. 7	As of 3/23	CR6		400 —

8204

Amici Exhibit 219

BANKERS TRUST COMPANY

New York, N. Y.

Jul 7, 1939

WE CHARGE YOUR ACCOUNT FOR THE FOLLOWING:

	AMOUNT
Actual cost to us for charge made by correspondent bank on non-par item not collectable through the Federal Reserve Bank.	$1.20

Amount: $ 600.00

Payable At: Bank of Tavares,
Tavares, Florida

Your Endorser:

Your deposit received: 6/23/39

To:

Mr. Morgan S. Kaufman
527 Fifth Avenue, Room 704
N. Y. C.

Very truly yours

BANKERS TRUST COMPANY

5th Ave. MK

F 111

Amici Exhibit 220

BANKERS TRUST COMPANY

New York, N. Y.

WE CHARGE YOUR ACCOUNT FOR THE FOLLOWING:

	AMOUNT
Actual cost to us for charge made by correspondent bank on non-par item not collectable through the Federal Reserve Bank. Amount: $400.00	$.80½

Payable At: Bank of Tavares,
Tavares, Florida

Your Endorser:

Your deposit received: 4/7/41

To:

Morgan S. Kaufman
527 Fifth Avenue Room 704
New York, N. Y.

Very truly yours

G 1988

BANKERS TRUST COMPANY

DS A

Amici Exhibit 221

Mt Dora Fla
Dec 2nd '35

Dear Mr Kaufman

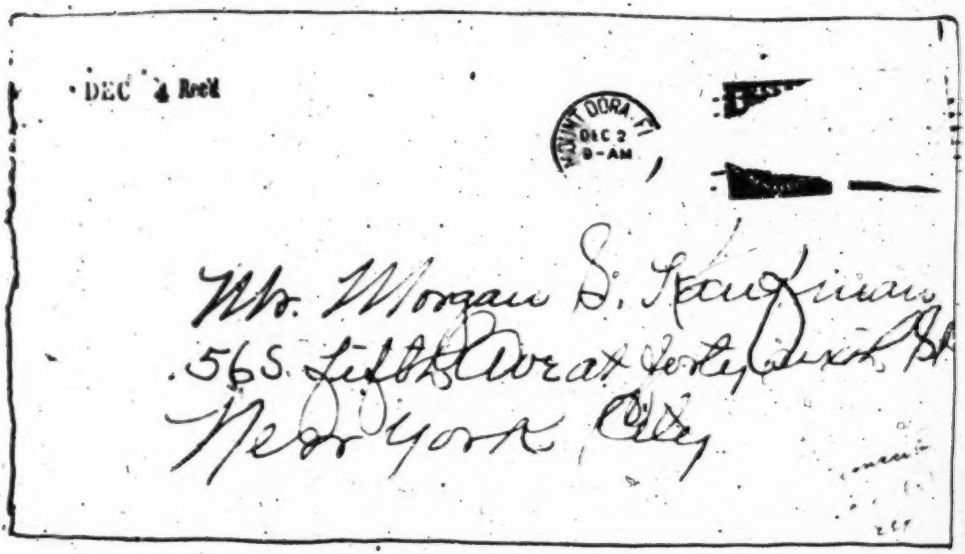
I guess drop you a line telling you every thing was fine after the Lord passed here. He was very good to me work and a great help to me.

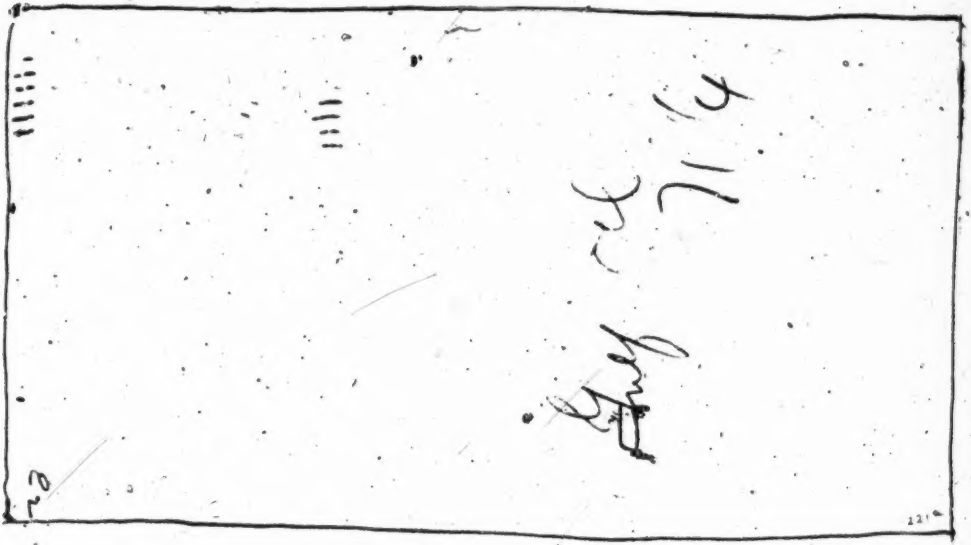
Working with the City Attorney who is truly my friend.

I shall send you to the address you instructed a mixed box of Christmas fruit.

Very truly yours
C L Stanley

Amici Exhibit 221a





Amici Exhibit 222

dep ekn. In C. 6/22/39

C. L. Stokley & Son
GROWERS AND SHIPPERS
FLORIDA FRUIT AND VEGETABLES
MT. DORA, FLORIDA

May 15, 1939

Mr. Morgan S. Kaufman
Ambassador Hotel
New York, New York

Dear Mr. Kaufman:

Enclosed find a check for six hundred ($600.00) dollars, which please apply on my interest. I will send another check just as soon as I finish marketing my Valencia orange crop. I hope you are well.

Thanking you for your patience,

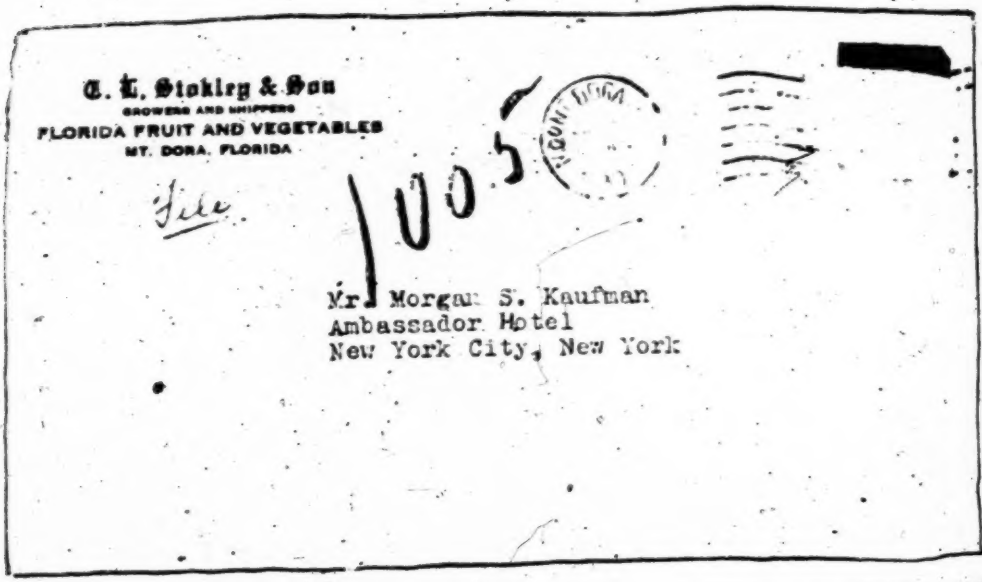
Respectfully,

C L Stokley

CLS/s

222

Amici Exhibit 222a

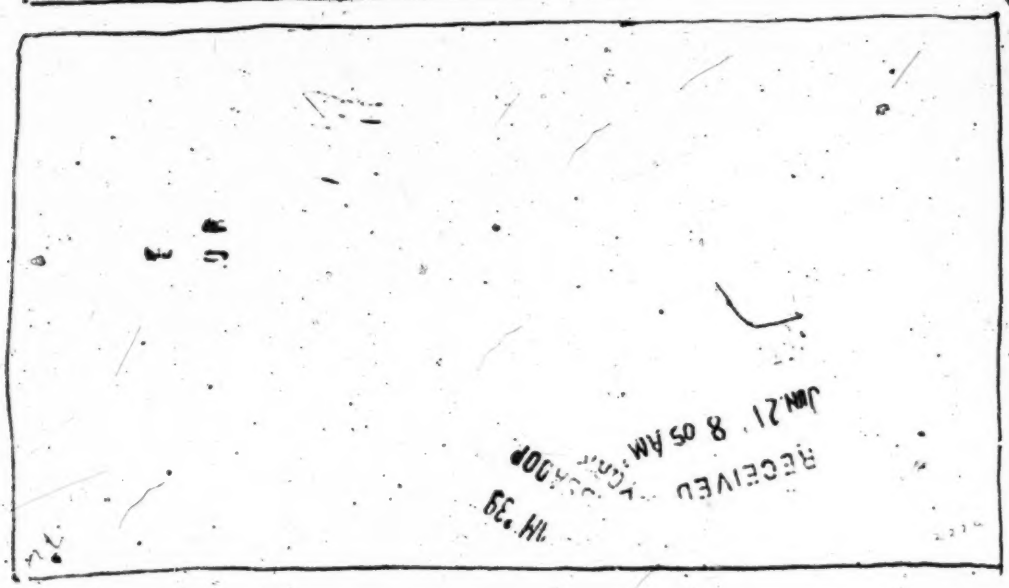


C. L. Stokley & Son
GROWERS AND SHIPPERS
FLORIDA FRUIT AND VEGETABLES
MT. DORA, FLORIDA

File

1005

Mr. Morgan S. Kaufman
Ambassador Hotel
New York City, New York



Amici Exhibit 223

C. L. Stokley & Son
GROWERS AND SHIPPERS
FLORIDA FRUIT AND VEGETABLES
MT. DORA, FLORIDA

October 3, 1940

Mr. M.S. Kaufman
Ambassador Hotel
New York, New York

Dear Mr. Kaufman:

I will endeavor to give account of myself. We made a large crop of fruit last year, which at a very low price I could have cleaned up my indebtedness to you. We had a serious cold the 18th of January. There was an embargo put on the fruit owing to it being damaged by frost. When that was lifted I was called to New York City to Federal Court. I was detained twenty days at a time my presence in Florida was most essential. I could at least have salvaged enough fruit to pay your interest. As it was, it was a total loss.

I have been to a great expense pruning the trees where the frost damaged them. I have them in fine shape and with a splendid crop of fruit set. And since the tropical storm period has passed, I am taking this time to write you, that the first money taken in shall apply on your interest. Also, I hope to make a substantial payment on the principal.

I owe you an apology for not having kept in touch with you more frequently, but as you know, we Southerners get to diggings away, and then, too, I thought the thing that would interest you would be about the interest payment. I shall endeavor to let you hear from me each thirty days during the coming months. I am,

Yours very truly,

C L Stokley

CLS/w

223

Amici Exhibit 223a

C. L. Stahley & Son
GROWERS AND SHIPPERS
FLORIDA FRUIT AND VEGETABLES
MT. DORA, FLORIDA

MT DORA FLA
OCT 3
1940

File

Mr. Morgan S? Kaufman
Ambassador Hotel
New York; New York

1041

RECEIVED

Amici Exhibit 224

Portsmouth Va
Jan 4 — 48

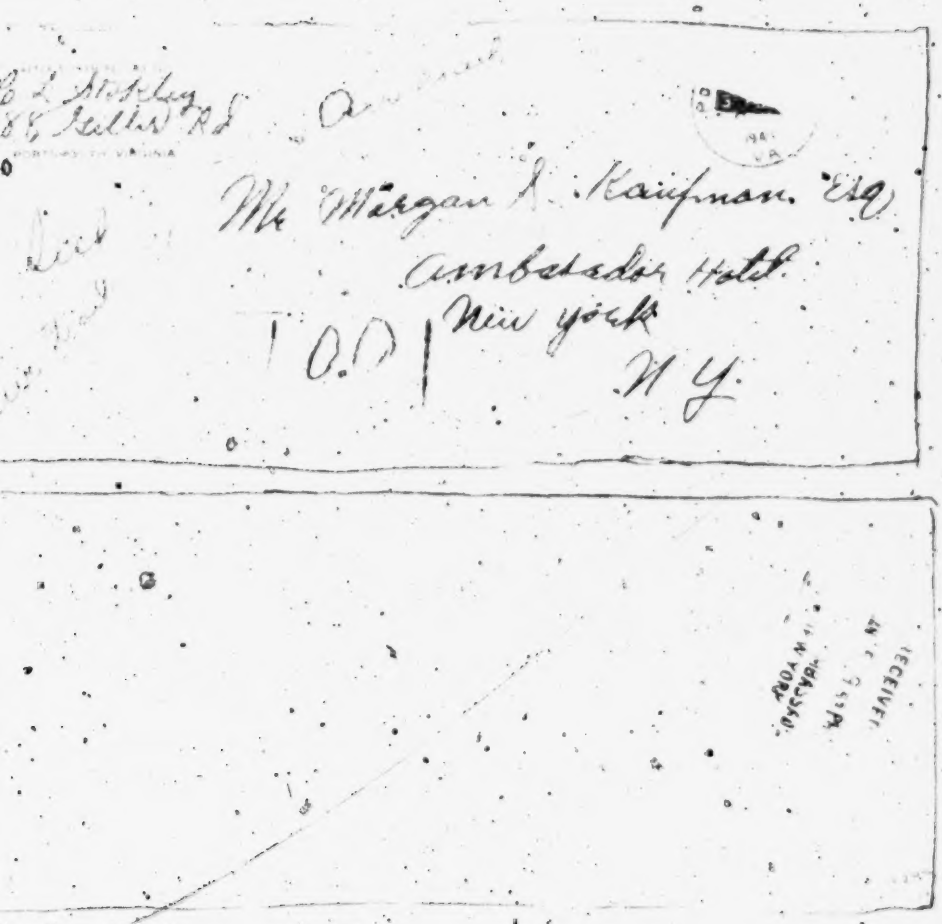
Dear Mr Morgan Kaufman

I Will give an account of my self owing to the drouth in Fla My oranges are late I am up here in Va selling my first truck load they are very cheap The Insurance on the Home Will be renewed and foward to you in 10 days I also shall pay Taxes and all I have left about Feb 15th I shall Be on my retreat to you Which I realize I am behind I have the Grove in fine shape I am glad to report I have an Irrigation Plant and I have some discarded fire hose that Works fine in an orange Grove just 6 ft the Water run through in the check of Each four feet Wish you could See it Will Writing you a Propers new year I am your friend

C C Eberly

Hot Springs
Va

Amici Exhibit 224a



Amici Exhibit 225

A. C. QUIXLEY REALTY COMPANY

Not Incorporated

DONNELLY AT 6TH AVE.

MOUNT DORA, FLORIDA

Jan. 14, 1941.

Morgan S. Kaufman, Esq.,

Ambassador Hotel,

New York City, N. Y.,

Dear Sir:

Mr. Stokely was in our office today and asked us to write and mail the policy which we are enclosing to you for your protection. He paid us $67.68, which is the amount of the premium for five years.

Yours very truly,

/s/ A. C. Quixley

A. C. Quixley Realty Co.,

ACQ IH*)

Amici Exhibit 226

C. L. Stokley & Son
GROWERS AND SHIPPERS
FLORIDA FRUIT AND VEGETABLES
MT DORA, FLORIDA

Dear Bill Morgan Kaufman Jan 26 41

I am glad to report things look some better I have had forward to you Insurance on home for 4000 it will also pay some important taxes and report soon as paid I do hope to forward you part This is the Highest Taxed Property in the county some how I can't see 2½ should you have room to put it up yet may buy and pick some oranges they will be in full bloom real soon

Best

C. L. Stokley

Amici Exhibit 226

Citrus Returns This Year May Not Pay Production

(Special to The Sunday Sentinel Star)

DELAND—Average returns from Florida citrus groves in 1941 may not bring much more than total cost of production, acording to an outlook bulletin received here Thursday by Volusia Agricultural Agent Fred Baetzman from the University of Florida Agricultural Extension Service, College of Agriculture and experiment station workers in Gainesville.

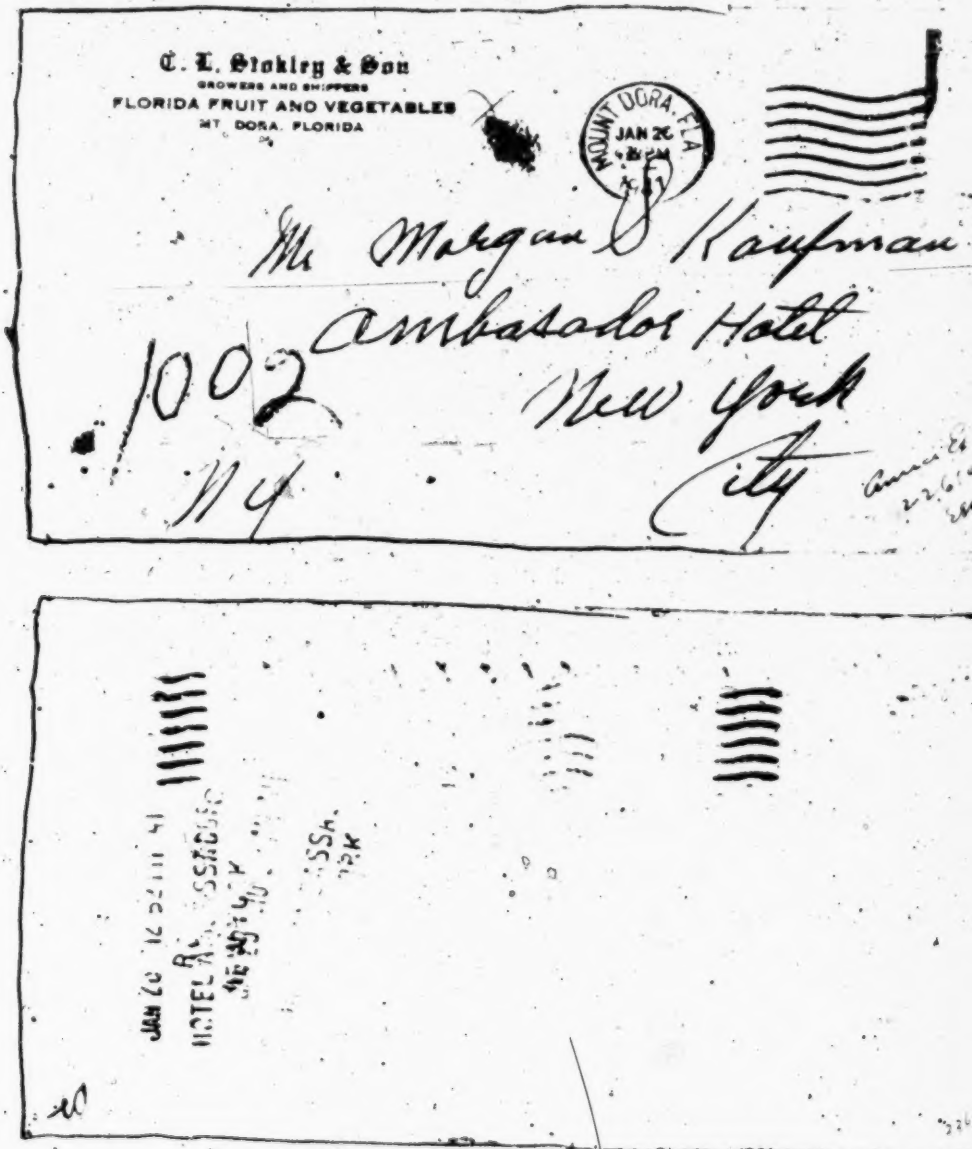
The bulletin advised that in view of the fact no bright outlook appears certain for Florida citrus for the next two or three years, growers should produce fruit and maintain trees as efficiently and economically as possible.

"According to the returns from the average grove in Florida and in view of probable increasing production, it would seem unwise to make any new grove plantings in areas and on soils that have a comparative advantage to take the place of unprofitable groves," the bulletin continued. "Groves should practice the minimum of cultivation essential in good grove management.

"The situation with regard to oranges is that the price this season has been above that of last year up to this time, but below the five-year average [1935-36 to 1939-40], and the outlook is for a somewhat better average price for the 1940-41 crop than for the 1939-40 crop. Prices of oranges rose steadily from an average of $1.89 for the week of Dec. 6, 1940, to $2.30 a box for the week of Jan. 3, 1941, according to the average price paid on the auction markets. Based on past years' records, the price will probably decline slightly during the latter half of January, but the general trend will most likely be upward for the remainder of the marketing season.

"As a result of the National Defense program, the purchasing power of non-agricultural workers will be materially improved during 1941, which should increase the domestic demand for citrus fruits. Industrial production during 1941 will most likely exceed any year in the past decade, which will mean greater employment and payrolls.

Amici Exhibit 226



Amici Exhibit 227

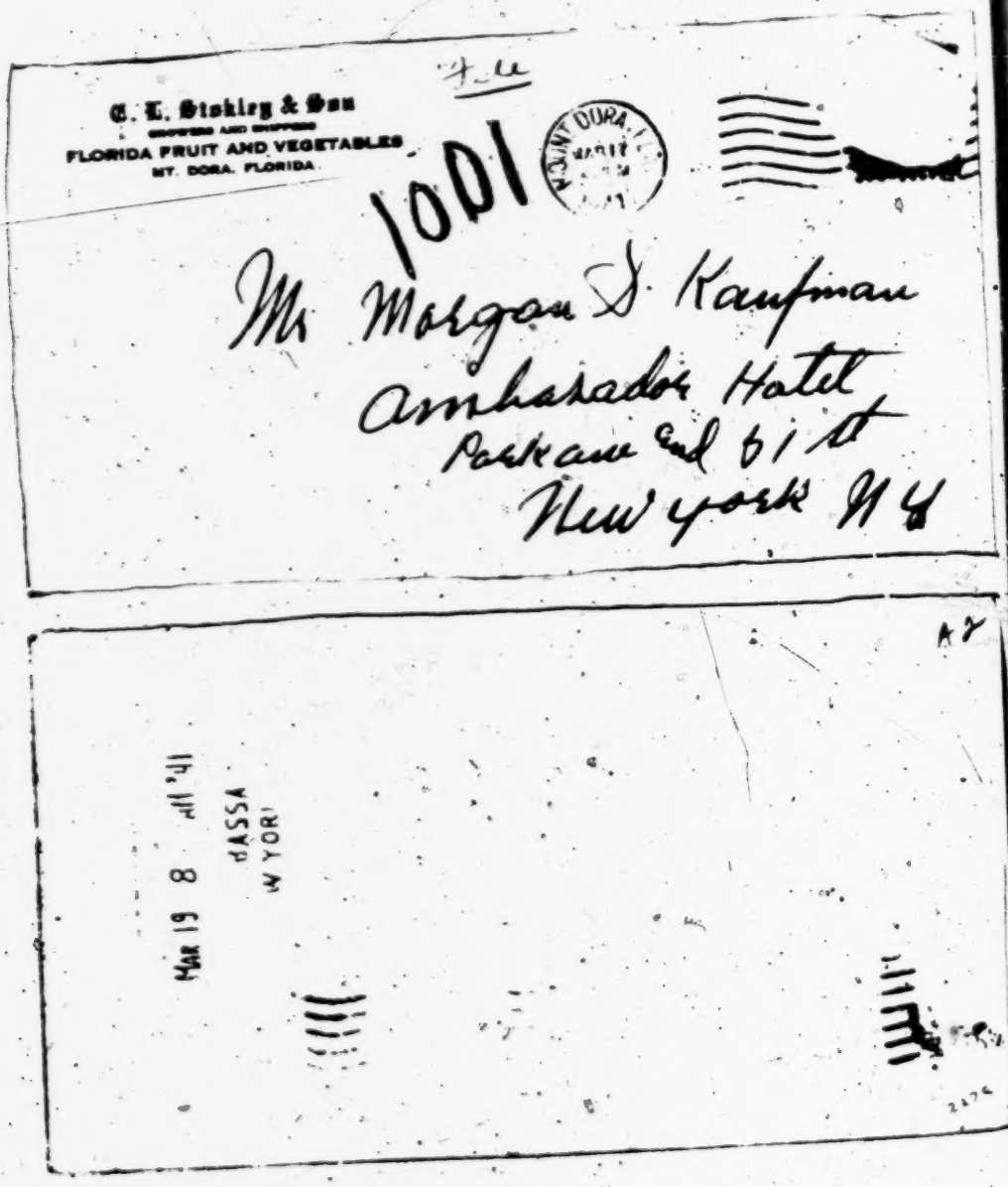
March 15 — 41

Mr Morgan & Kaufman

Dear Sir your letter recd
I have not sold my crop of Fruit
but expect to any day & shall pay
the Taxes and then expect to you. I do
hope to have Enough to Make a payment
We have had some hard luck in the fruit
business. I lost 20 days last year in May
which made a total loss on my crop all loaded
on the ground. I have the Grove in fine
shape and full of bloom My Orlando property
is growing in value I hope to sell and turn
Money over to you Thanking you for past favors
I will do my best With this fruit and expect

Respt
C L Stanley

Amici Exhibit 227a



Amici Exhibit 228

C. L. Stokley & Son
GROWERS AND SHIPPERS
FLORIDA FRUIT AND VEGETABLES
MT. DORA, FLORIDA

March 26, 1941

Mr. Morgan S. Kaufman
New York, New York

Dear Mr. Kaufman

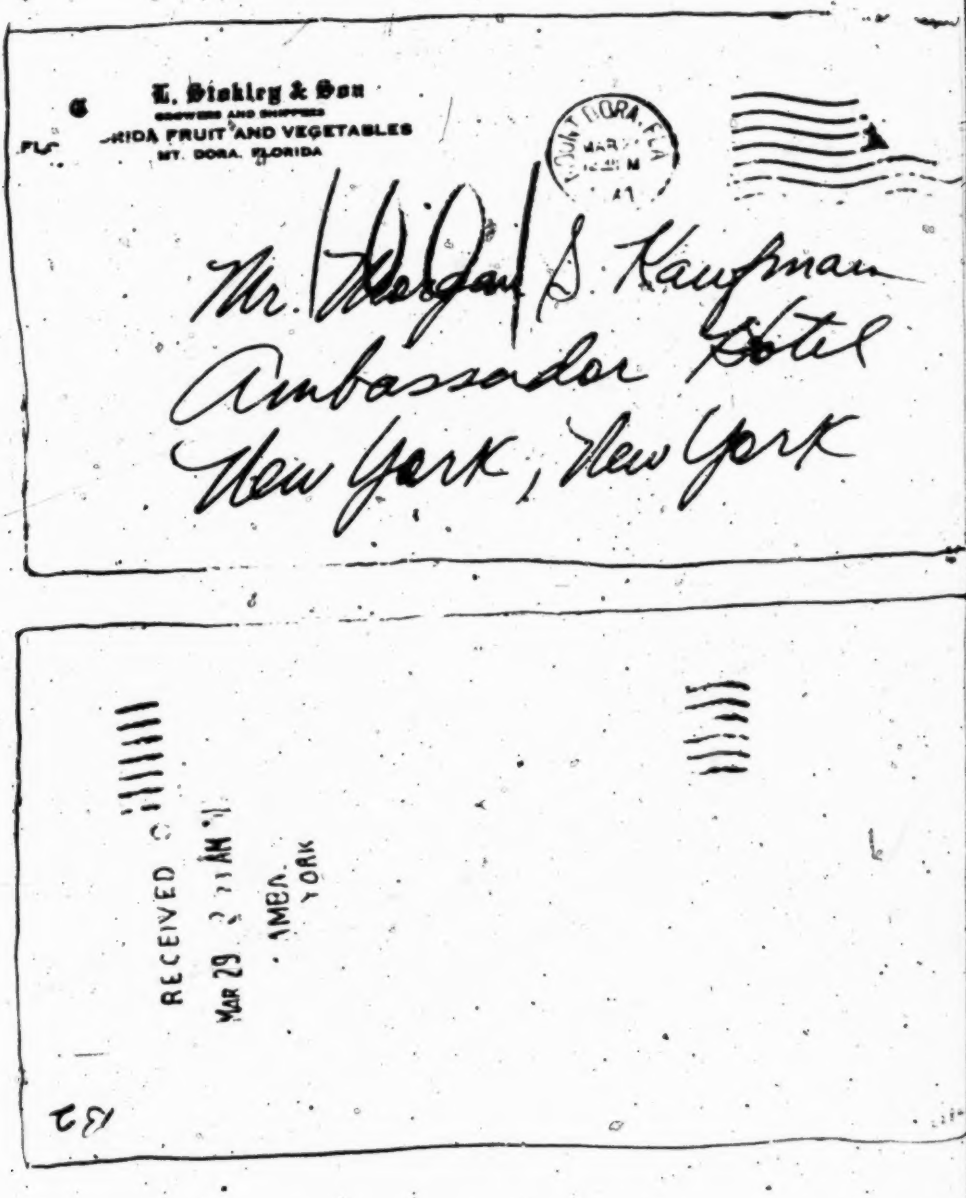
Enclosed find check for four hundred dollars which will pay my interest for six months I will have more to send you just as soon as I sell some more fruit

I truly thank you for the lement way you have treated me I realize you could have given me serious trouble long ago. I'll assure you I am doing my best

I have the groves in fine shape and the fertilizer paid for.

Very Truly Yours.
C L Stokley

Amici Exhibit 228a



Amici Exhibit 229

STOKLEY, CHARLES L.

March 10, 1936—Loan J W Davis to
Charles L Stokley 4000.00

Payments as follows—on Interest
Feb 9, 1937—Int from March 10, 1936 to March 10, 1937
$320.00

Amici Exhibit 230

21

Some dates given below may not be exact, but are as given to me by the Judge, often after he had returned from Florida

STOKLEY, CHARLES L.

Payments on Principal of 4000.00

		Payment	Balance
June 22, 1936		200 00	3800 00
July 7, 1936		200 00	3600 00
Feb 1937		400 00	3200 00
March 26, 1937		T.T. 500 00	2700 00
June 12, 1937		T.T. 500 00	2200 00
Aug 1, 1937		T.T. 200 00	2000 00
Feb 28, 1938		400 00	1600 00
March 3, 1939	By credit for fruit	197 50	1387 50
	" Cash	15 00	
Jan 4 1941	" credit for fruit (2 box)	4 00	1383 50
Jan 7 1941	" " " " (17 box)	34 00	1349 50
Feb 6 1941	" " " " 2 box	5 00	1344 50
May 18, 1942	" Check	BS 200 00	1144 50
May 29, "	" "	BS 100 00	1044 50
Juiy 3, "	" "	BS 100 00	944 50

Amici Exhibit 231

UNIVERSAL OIL PRODUCTS COMPANY

Owner & Licensor Dubbs Cracking Process

CHICAGO, U. S. A.

New York
50 West 50th Street
London, England
Dr. V. Henny, Representative
Bush House, Aldwych

Cable Address — All Offices
'Dubbspro'
Bentley Code

310 S. Michigan Ave.,
CHICAGO, March 15, 1940

(Stamped)

UNITED STATES ATTORNEY
RECEIVED RECORDS DIVISION
MR. GAHAGAN
MAR 18 1940
M 61-369 Misc
Date Initials

Attention Mr. Willauer

John T. Cahill, Esq.,
United States Attorney
Department of Justice
New York, New York

Re: WHG
M 61-369
United States v. John Doe

Amici Exhibit 231

Dear Sir:

As arranged with you, Messrs. Willauer and Gahagan over the telephone on Wednesday, March 13th, I am sending you photostatic copies of letters as follows:

1. Letter dated September 29, 1934 from Mr. Frank L. Belknap to Messrs. Day and Day.

2. Letter dated January 22, 1940 from Mr. Halle to Charles M. Thomas, Esq.

3. Letter dated January 22, 1940 from Mr. Halle to William F. Hall, Esq.

4. Further letter dated January 22, 1940 from Mr. Halle to William F. Hall, Esq.

5. Letter from William F. Hall, Esq. to Mr. Halle, dated January 26, 1940.

These are the only written retainer and per diem arrangements which the search of our files, conducted under my direction, has disclosed. The search covered the period from 1930 to date.

Very truly yours,

/s/ W. M. Behrens

WMB:MGB

Amici Exhibit 231

(Handwritten note)
B. G. L.'S Copy

COPY

Frank L. Belknap
Chicago, Ill.

September 29th, 1931.

Messrs. Day and Day,
Standard Trust Building,
Cleveland, Ohio.

Universal Oil Products Company vs. *National Refining Co.*

Gentlemen:—

Confirming our oral understanding with Mr. Luther Day, I enclose herewith my check for $500.00 as retainer in the above entitled suit.

It is also my understanding that you are to receive $250.00 a day as your per diem charge for services in this case including the time spent in the actual trial of the case, and other work in court.

I would like to have the statements for services and expenses sent monthly made out against the Universal Oil Products Company, and sent to my office for approval. If you will send me a statement for the cash disbursements for filing fees, marshal's fees, service, etc., I will remit same.

Please let me know at my Chicago office as soon as service is actually made on the defendant.

Yours very truly,

/s/ F. L. Belknap
(Initials)

FLB-L
Copies HJH JGA
Enclosure.

Amici Exhibit 231

January 22, 1940.

Mr. Charles M. Thomas,
c/o & Thomas,
806 Fifteenth Street, N. W.,
Washington, D. C.

Dear Charlie:

I have just talked with Billy; everything is fine and lovely. I am sending him check on the basis of his retainer and carrying out the plan which he originally suggested. He was as fine as could be in his talk over the telephone and I am confident that your talk with him has been helpful.

It was indeed good to see you here last Thursday and I still think that while the conference resulted differently in its conclusion than what I had anticipated, there was no other way out and we are all in agreement it was a very good conference.

Very truly yours,

HJH-MB-r

cc JGA
WMB
JDS

Amici Exhibit 231

New York January 22, 1940.

Dear Billy:

Pursuant to the telephone talk with you this noon, we are enclosing our check on Guaranty Trust Company of New York to your order for $6,000 which is intended to be a retainer at $1,000 per month from July 1 to December 31, 1939, and which, according to the arrangement with you, is to include any and all services that you may have rendered to us during that period and for which you would otherwise render bills.

The check for your bill dated August 1 for services from June 1 to July 1, 1939 in the amount of $2,139.33 will be covered promptly by check direct from Chicago to you, assuming that it has not already been paid.

Now as to our future relations, this is to confirm the understanding between us that you are retained for a period of three years beginning July 1, 1939 at the rate of $1,000 per month to be paid to you as retainer but which is to apply on services that you may render to the extent that the retainer may cover.

I hope you will have a pleasant and restful holiday in Florida and that your score at golf will not be too good or that it will be too poor to spoil your trip. I look forward to seeing you blooming in good health on your return and ready for such active service as you are so competent to render.

Yours very truly,

William F. Hall, Esq.,
Spear, Donaldson & Hall,
Victor Building,
Washington, D. C.

Encl.
HJH:M3
CC: JGA JDS WMB ACCTG.

Amici Exhibit 231

January 22, 1940.

Mr. William F. Hall,
724 Ninth Street, N. W.,
Washington, D. C.

Dear Billy:

Aside from the check for $6,000 referred to in accompanying letter, I have before me check No. 8316 on the Guaranty Trust Company of New York, dated January 16, 1940, forwarded here from Chicago for $1,000, payable to your order, for retainer for month of January, 1940, which I enclose.

Now please be careful and don't be too extravagant with all this money when you get to Florida and steer clear of Bradleys.

Very truly yours,

HGH-ir

Encls.

cc JGA
WMB
JDG
ACCTG.

Amici Exhibit 231

COPY

SPEAR, DONALDSON & HALL

Victor Building
Washington, D. C.

Mr. H. J. Halle,
50 West 50th Street
New York, New York.

re Retainer

Dear Mr. Halle:

I am in receipt of yours of the 22nd enclosing check for $6,000.00 in settlement of the retainer from July 1 to December 31, 1939, which includes all of my charges against Universal irrespective of the amount thereof from July 1 to December 31, 1939.

I also received check for $1000.00 covering the payment on the current retainer for the month of January 1940.

I now confirm the understanding expressed in your letter that Universal has retained me for a period of three years beginning July 1, 1939 at the rate of $1000.00 per month, to be paid monthly, but which is to be applied against any charges I may make for services, that is, it is my understanding that commencing January 1, 1940, each year is to be separately considered, and as to all charges for services the retainer is to be applied to the extent thereof and I am to receive, and Universal is to pay, any amount for services in excess of the amount of the retainer. In any year in which my services exceed the amount of the retainer I will bill you for all charges made against you during the year, and in my statement will credit the amount paid on account of the retainer.

Amici Exhibit 231

I appreciate your part in the consummation of this arrangement and trust that I shall in the future be able to render services sufficiently valuable to more than justify it.

I also appreciate your expression of the hope that the vacation I am about to take will be both pleasant and restful. While I am not exactly in a feeble condition at present, I do feel that the rest I will obtain will be of great benefit to those who have to come in contact with me.

Cordially yours,

(signed) William F. Hall

WFH:lw
CC: JGA JJM ACCTG.

Amici Exhibit 232 for Identification

Omitted pursuant to agreement of Counsel

Amici Exhibit 233

INCOME

1938		Dr. Cash Cr.	Fruit	Rents	Garden	Loans	Truck	Misc.
9 3	N. J. Ward	200.00	200.00					
9 12	Frank Drake	16.15		16.15				
9 15	Bank of Tavares	200.00				200.00		
9 27	Frank Drake	21.65		21.65				
10 3	Art Frazier	400.00					400.00	
10 8	Wilson Cypress Co.	36.35			36.35			
10 10	Frank Drake	29.50		29.50				
10 24	Frank Drake	33.00		33.00				
11 10	Frank Drake	32.25		32.25				
11 10	Sanford Fish Market	55.00			55.00			
11 24	Frank Drake	35.75		35.75				
11 24	N. J. Ward	200.00	200.00					
11 26	N. J. Ward	200.00	200.00					
11 29	N. J. Ward	200.00	200.00					
12 2	N. J. Ward	200.00	200.00					
12 2	Art Frazier	200.00					200.00	

Amici Exhibit 233

1938		Dr. Cash	Cr. Fruit	Rents	Garden	Loans	Truck	Misc.
12 9	N. J. Ward	226.03	226.03					
12 9	N. J. Ward	8.13	8.13					
12 12	N. J. Ward	134.73	134.73					
12 12	Mr. Williams	23.25	23.25					
12 16	Frank Drake	45.00		45.00				
12 31	Frank Drake	51.00		51.00				
12 9	N. J. Ward	200.00	200.00					
12 16	N. J. Ward	1,158.70	1,158.70					
12 19	Suffolk Fruit & Produce Co.	124.85	124.85					
11 3	Bank of Tavares (3 notes)	300.00				300.00		
1 13	Suffolk Fruit & Prod. Co.	382.50	382.50					
1 16	Frank Drake	58.00		58.00				
1 18	Art Frazier	100.00						100.00
1 18	Watson Produce Co.	12.20			12.20			
		4,884.04	3,258.19	322.30	103.55	500.00	700.00	

INCOME

1939		Dr. Cash Cr.	Fruit	Rents	Garden	Loans	Truck	Misc.
1 31	Total Bro't Forward	4,884.04	3,258.19	322.30	103.55	500.00	700.00	
1 31	Frank Drake	59.15		59.15				
2 1	Judge Davis—Freight	136.42	136.42					
2 11	Senator Sardoni—Freight & Frt.	250.00	250.00					
2 15	Frank Drake	56.45		56.45				
2 17	Sanford Market	10.00			10.00			
2 20	Art Frazier	100.00					100.00	
2 25	Senator Sardoni—Bal.	90.30	90.30					
2 27	Frank Drake	49.81		49.81				
3 13	Frank Drake	55.80		55.80				
3 10	Rea Const. Co. (Marvin)	60.02	60.02					
3 10	Kaufman Seymour, Weisl & Arnstein Freight	60.00	60.00					
3 10	Art Frazier (paymt on Truck)	100.00						
3 29	M. K. Sykes	123.00	123.00				100.00	
3 30	Paul Stokley (Fruit Sales in Va.)	600.00	600.00					
3 30	Chicago Market (Ports, Va.)	60.50	60.50					

Amici Exhibit 233

1939		Dr. Cash Cr.	Fruit	Rents	Garden	Loans	Truck	Misc.
3 27	Frank Drake	55.80		55.80				
4 10	Frank Drake	54.00		54.00				
4 17	Bank of Tavares—Loan	300.00				300.00		
4 22	Art Frazier—paymt on Truck	100.00					100.00	
4 22	Paul Stokley	150.00	150.00					
4 22	Paul Stokley	135.00	135.00					
5 6	V V	122.30	122.30					
4 20	Chicago Market	27.00	27.00					
5 10	Paul C. Stokley	250.00	250.00					
5 29	Art Frazier—(Insurance—Cargo)	300.00	300.00					
4 30	Frank Drake	45.45		45.45				
5 22	Frank Drake	44.80		44.80				
5 15	Mt. Dora Growers Coop	775.48	775.48					
6 5	Frank Drake	36.25	36.25					
6 10	T. O. Williams—P.C.S.	275.00	275.00					
6 15	T. O. Williams, P.C.S.	225.00	225.00					
6 26	Coein-Zellwood	312.50	312.50					

3329

Amici Exhibit 284

C. L. STOKLEY & SON

Growers and Shippers

FLORIDA FRUIT AND VEGETABLES

MT. DORA, FLORIDA

March 7, 1940.

Mr. Walter Gahagan, Jr.
Ass't Attorney General
New York, New York

Dear Sir:

Arrived home yesterday and found Mr. Winstead waiting for me. After I had dinner, we proceeded to turn the whole place over. We didn't trust my judgement as to whether it was what you wanted or not—I showed him everything and that is what he took. As you will notice, there is no 'Weiss' among the gift box lists. I guess it was 'Weisl' I was thinking of. Anyhow all the lists around here are on their way to you. I gave him the little book containing the fruit sent to Judge Davis so far this season, but it didn't contain all the names for one time, but they were sent to people that he had sent gift boxes to before. Also, we found the ledger. It was underneath stuff that had been piled up a long time. In it was a lot of stuff you will recognize. Some checks and bank books. I'm sorry I made such a botch job of trying to get what you wanted, but I did the best I could in the short time I had to do things. Also, after he left yesterday I found another bank statement in with some electric light bills and am sending it on to you along with the book containing the number of loads of fruit gotten out last year and so far this season. (I went up there to the packing house this morning to pay them some money and found out that

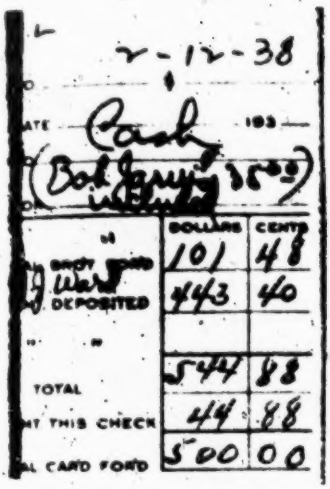
Amici Exhibit 234

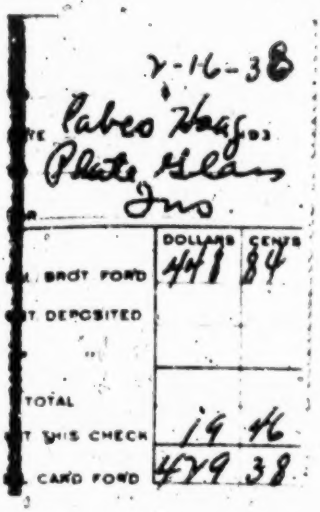
the bookkeeper had it.) Also, it was really cleared up about the check sent Mr. Kaufman last spring. I was sure I made out the check on this typewriter, but evidently Dad took the check from me and made it out in his own hand, and I filled in the stub. He must have been mistaken about the date he filled in, for I am sure it was in June. Also, I had entered the check upon the ledger. I didn't remember that. All of the checks found in the statement in the ledger was what I used to enter the accounts in the ledger. Dad was going to send the information about the insurance he has from Virginia, but I included it in yesterday. Also, the income sheet showed income of quite a bit less than the expenses. Sorry I couldn't find the other pencilled sheet of the income.

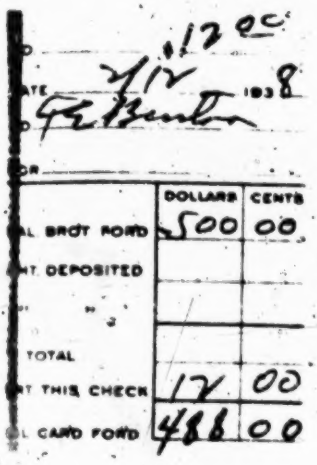
Yours truly,

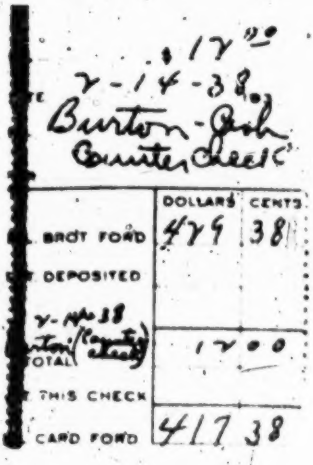
/s/ W. C. Stokley.

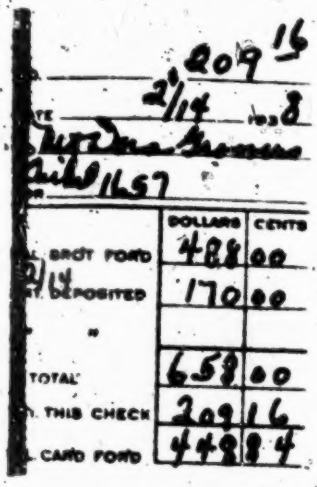
Amici Exhibit 235

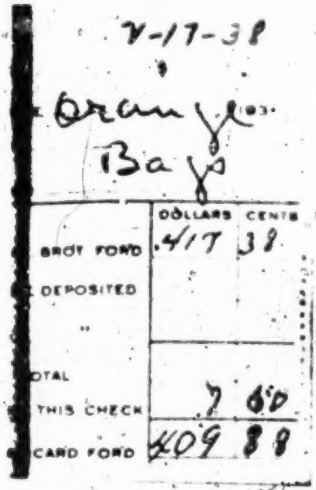




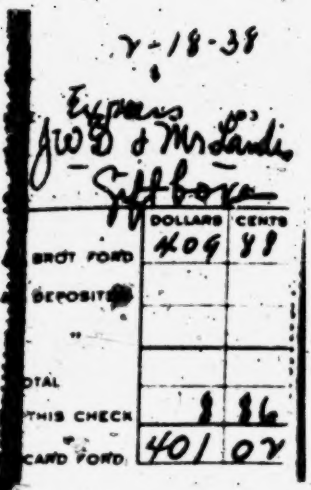








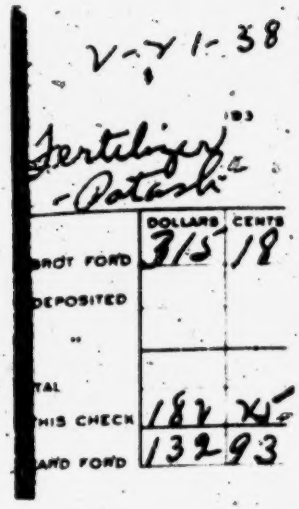
Amici Exhibit 235



V-18-38

Express (103)
J W D & Mr Landis
Gifford

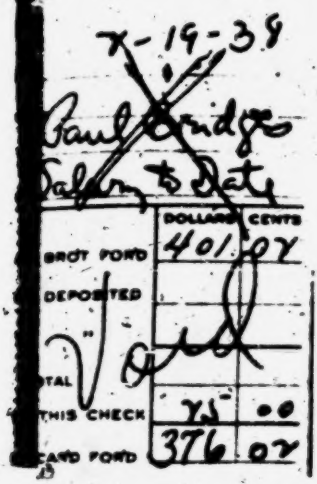
	DOLLARS	CENTS
BROT FORD	409	81
DEPOSITED		
"		
TOTAL		
THIS CHECK	8	86
CARD FORD	401	07



V-21-38

Fertilizer (103)
-Potash

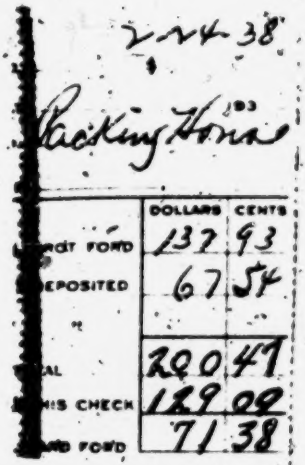
	DOLLARS	CENTS
BROT FORD	315	18
DEPOSITED		
"		
TOTAL		
THIS CHECK	181	X5
CARD FORD	132	93



V-19-38

Paul Bridges
Salary to Date

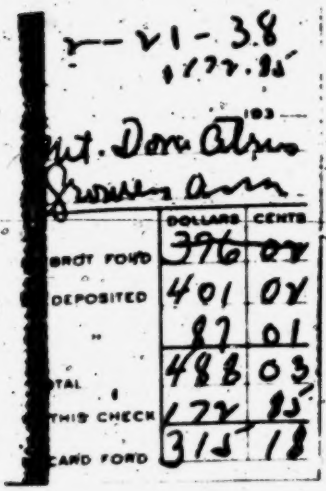
	DOLLARS	CENTS
BROT FORD	401	07
DEPOSITED		
"		
TOTAL		
THIS CHECK	25	00
CARD FORD	376	07



V-24-38

Packing House (103)

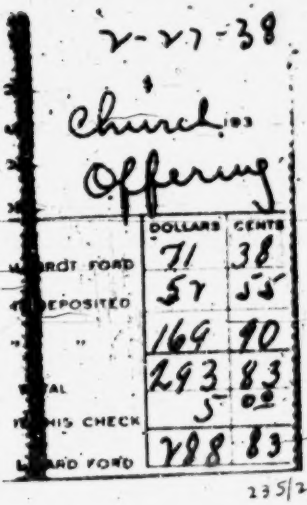
	DOLLARS	CENTS
BROT FORD	137	93
DEPOSITED	67	54
"		
TOTAL	204	47
THIS CHECK	129	09
CARD FORD	71	38



V-21-38
177.85

Mt. Dora Citrus (103)
Growers Assn

	DOLLARS	CENTS
BROT FORD	396	07
DEPOSITED	401	07
"	87	01
TOTAL	488	03
THIS CHECK	172	85
CARD FORD	315	18



V-27-38

Church (103)
Offering

	DOLLARS	CENTS
BROT FORD	71	38
DEPOSITED	57	55
"	169	90
TOTAL	293	83
THIS CHECK	5	00
CARD FORD	288	83

235/2

Amici Exhibit 235

2-28-38
Express
Jordan Order

	DOLLARS	CENTS
OT FORD	788	83
POSITED	727	61
"	1566	44
IS CHECK	34	60
D FORD	531	84

3-1-38
Willie Mitchell

	DOLLARS	CENTS
OT FORD	339	54
POSITED		
"		
S CHECK	16	07
D FORD	323	47

CHECK STUB TORN
FROM CHECK BOOK
AT THIS POINT.

3-7-38
Racking House

	DOLLARS	CENTS
T FORD	323	47
OSITED	15500	
"		
	47847	
CHECK	19144	
FORD	28703	

3-1-38
Mt. Dora Growers Coop

	DOLLARS	CENTS
OT FORD	73	77
POSITED	266	
"		
	339	54
IS CHECK		
D FORD		

3-7-38
Paul Bradys

	DOLLARS	CENTS
OT FORD	783	53
POSITED		
"		
S CHECK	15	00
D FORD	768	53

135

Amici Exhibit 235

3-7-38

Orange Peels

	DOLLARS	CENTS
BAL BRGT FORD	268	53
AMT DEPOSITED		
" "		
TOTAL		
AMT THIS CHECK	7	60
BAL CARD FORD	261	03

3-7-38

NO
DATE Cash for
TO
FOR Tupto Va

	DOLLARS	CENTS
BAL BRGT FORD	149	08
AMT DEPOSITED		
" "		
TOTAL		
AMT THIS CHECK	50	00
BAL CARD FORD	99	08

3-7-38

Repairs
SEMINOLE MOTOR

	DOLLARS	CENTS
BAL BRGT FORD	261	03
AMT DEPOSITED	6	95
" "		
TOTAL		
AMT THIS CHECK		
BAL CARD FORD	254	08

3-7-38

NO
DATE Peanuts
TO
FOR

	DOLLARS	CENTS
BAL BRGT FORD	99	08
AMT DEPOSITED		
" " Cash-2000 Check 3301		
TOTAL		
AMT THIS CHECK	33	01
BAL CARD FORD	66	07

3-7-38

Market [illegible] tire flap
30/20 tube

	DOLLARS	CENTS
BAL BRGT FORD	254	08
AMT DEPOSITED		
" "		
TOTAL		
AMT THIS CHECK	105	00
BAL CARD FORD	149	08

3-7-38

NO
DATE Mattress
TO
FOR

	DOLLARS	CENTS
BAL BRGT FORD	66	07
AMT DEPOSITED		
" "		
TOTAL		
AMT THIS CHECK	20	00
BAL CARD FORD	Incorrect 46	07

235/4

NO. 6754
DATE 3/9 193 8
TO Expense
FOR

	DOLLARS	CENTS
BAL. BROT FORD	100	00
AMT. DEPOSITED	300	00
" " Ward 3/4	175	00
TOTAL		
AMT. THIS CHECK	675	00
BAL. CARD FORD		

NO.
DATE 3-14-38 193
TO Checkington Ford
FOR

	DOLLARS	CENTS
BAL. BROT FORD		
AMT. DEPOSITED		
" "		
TOTAL		
AMT. THIS CHECK	110	49
BAL. CARD FORD	176	96

NO.
DATE 3-10-38 193
TO G Mac
FOR

	DOLLARS	CENTS
BAL. BROT FORD		
AMT. DEPOSITED		
" "		
TOTAL		
AMT. THIS CHECK	170	00
BAL. CARD FORD		

NO.
DATE 3-16-38 193
TO Truck exp Burton's
FOR

	DOLLARS	CENTS
BAL. BROT FORD	176	96
AMT. DEPOSITED	228	05
" "		
TOTAL	355	01
AMT. THIS CHECK	50	00
BAL. CARD FORD	237	71

NO.
DATE 3-14-38 193
TO G.M.C. Repairs
FOR Sanford

	DOLLARS	CENTS
BAL. BROT FORD		
AMT. DEPOSITED		
" "		
TOTAL		
AMT. THIS CHECK		
BAL. CARD FORD		

NO.
DATE 193
TO Plumas
FOR

	DOLLARS	CENTS
BAL. BROT FORD	237	71
AMT. DEPOSITED		
" "	3	50
TOTAL		
AMT. THIS CHECK		
BAL. CARD FORD	233	71

Amici Exhibit 235

3-21-38

NO. 3

DATE

TO Packington Coal

FOR

	DOLLARS	CENTS
BAL. BROT FORD	723	21
AMT. DEPOSITED Ward	170	00
" " Ford	82	45
TOTAL	486	16
AMT. THIS CHECK	179	70
BAL. CARD FORD	306	46

NO.

DATE 193

TO

FOR Peanut Check

	DOLLARS	CENTS
BAL. BROT FORD	156	46
AMT. DEPOSITED		
" "		
TOTAL		
AMT THIS CHECK	108	64
BAL CARD FORD	47	82

3-21-38

NO. 4

DATE

TO Payment on Note 193

FOR

	DOLLARS	CENTS
BAL. BROT FORD	306	46
AMT. DEPOSITED		
" "		
TOTAL		
AMT. THIS CHECK	100	00
BAL. CARD FORD	206	46

2.00

NO. 5

DATE 3-21 193

TO Paul Mack Co

FOR Ford

	DOLLARS	CENTS
BAL. BROT FORD		
AMT. DEPOSITED		
" "		
TOTAL		
AMT THIS CHECK	2	00
BAL CARD FORD		

50 00

NO. 6

DATE 3-21 193 8

TO C. O. Mooring

FOR

	DOLLARS	CENTS
BAL. BROT FORD	206	
AMT. DEPOSITED		
" "	50	00
TOTAL		
AMT. THIS CHECK		
BAL. CARD FORD	156	46

300

NO. 7

DATE 3-21 193 8

TO Paul Mack Co

FOR

	DOLLARS	CENTS
BAL. BROT FORD	47	82
AMT. DEPOSITED		
" "		
TOTAL		
AMT. THIS CHECK	3	00
BAL. CARD FORD	44	82

235/6

NO. _____
DATE _____ 193
TO _____
FOR _____

	DOLLARS	CENTS
BAL. BROT. FORD	5	8
AMT. DEPOSITED		
" "		
TOTAL		
AMT. THIS CHECK		
BAL. CARD FORD		

NO. _____
DATE Mch 26 1938
TO Swarel S.
FOR _____

	DOLLARS	CENTS
BAL. BROT FORD	233	06
AMT. DEPOSITED		
" "		
TOTAL		
AMT. THIS CHECK	25	00
BAL. CARD FORD	208	06

NO. _____
DATE Mch 23 1938
TO C. R. -
FOR _____

	DOLLARS	CENTS
BAL. BROT FORD	5	8
AMT. DEPOSITED		
" "	10	00
TOTAL		
AMT. THIS CHECK		
BAL. CARD FORD	4	8

3-28-38
NO. _____
DATE Basket 193
TO Payment on Inv # 1764
FOR _____

	DOLLARS	CENTS
BAL. BROT FORD	208	06
AMT. DEPOSITED		
" "		
TOTAL		
AMT. THIS CHECK	89	51
BAL. CARD FORD	118	55

NO. _____
DATE 3/24 1937
TO Lee Rubber
FOR 2 tires & tubes
$28.50

	DOLLARS	CENTS
BAL. BROT FORD	101	69
AMT. DEPOSITED 3/24	291	93
" "	4	8
TOTAL	334	75
AMT. THIS CHECK	101	69
BAL. CARD FORD	233	06

NO. _____
DATE Peanuts & Tires
TO _____
FOR Tires

	DOLLARS	CENTS
BAL. BROT FORD	118	55
AMT. DEPOSITED	100	00
" "		
TOTAL	218	55
AMT. THIS CHECK	150	00
BAL. CARD FORD	68	55

85/7

Amici Exhibit 235

NO
DATE Expense 193
TO To Bell
FOR

	DOLLARS	CENTS
BAL BRGT FORD	61	57
AMT DEPOSITED		
" "		
County Clerk Moorehead	10	00
AMT THIS CHECK	21	42
BAL CARD FORD	37	15

NO
DATE Bill 193
TO
FOR

	DOLLARS	CENTS
BAL BRGT FORD	171	76
AMT DEPOSITED	186	50
" "		
TOTAL	358	26
AMT THIS CHECK	17	00
BAL CARD FORD	341	26

NO
DATE 193
TO
FOR Anthony

	DOLLARS	CENTS
BAL BRGT FORD	37	13
AMT DEPOSITED	445	00
" "		
TOTAL	482	13
AMT THIS CHECK	144	95
BAL CARD FORD	337	18

NO 4
DATE 4/4 193 8
TO H Burton
FOR Edwin Ford Date

	DOLLARS	CENTS
BAL BRGT FORD		
AMT DEPOSITED	341	26
" "		
TOTAL		
AMT THIS CHECK	62	40
BAL CARD FORD	278	86

NO
DATE 4/2 193 8
TO Mayo Drug Store
FOR Order 1787

	DOLLARS	CENTS
BAL BRGT FORD	337	18
AMT DEPOSITED		
" "		
TOTAL		
AMT THIS CHECK	165	42
BAL CARD FORD	171	76

NO 4-1
DATE 4- 1 193 8
TO New Era Dry Goods
FOR

	DOLLARS	CENTS
BAL BRGT FORD	278	86
AMT DEPOSITED		
" "		
TOTAL		
AMT THIS CHECK	14	00
BAL CARD FORD	264	86

35/8

Amici Exhibit 235

NO. 750

DATE 5 1938

TO J. J. Thatcher

FOR

	DOLLARS	CENTS
BAL. BRGT FORD	264	86
AMT. DEPOSITED		
" "		
TOTAL		
AMT. THIS CHECK	2	50
BAL. CARD FORD	262	36

NO. 25 03

DATE 4-6 1938

TO Manuf

FOR Mut Loan

	DOLLARS	CENTS
BAL. BRGT FORD	262	36
AMT. DEPOSITED		
" "		
TOTAL		
AMT. THIS CHECK	25	00
BAL. CARD FORD	237	36

235/9

Amici Exhibit 236

Amici Exhibit 236 4333

"STATEMENT SHOWING CHARGES APPEARING ON STOKLEY'S STATEMENTS OF HIS ACCOUNT IN THE BANK OF TAVARES FROM OCTOBER, 1936, TO AND INCLUDING DECEMBER, 1939, FOR WHICH NO CORRESPONDING CANCELLED CHECKS OR DEBIT MEMORANDA HAVE BEEN PRODUCED, AND SHOWING WHAT, IF ANY, CHECK STUB HAS BEEN FOUND FOR EACH MISSING CHECK

Date of Charge Against Bank Statement	Amount of Charge Against Bank Statement	Description of Corresponding Check Stub
November 7, 1936	$ 26.00	No book of stubs prior to March, 1937, was produced
April 5, 1937	$ 320.00	Stub not identifiable.
April 5, 1937	$ 200.00	Stub not identifiable.
April 20, 1937	$ 75.00	Stub dated April 16, 1937, shows $75.00 check written to H. E. L. Brainard.
April 28, 1937	$ 500.00	Stub not identifiable
July 28, 1937	$ 228.16	Stub not identifiable.
February 9, 1938	$ 30.23	Stub not identifiable.
March 15, 1938	$ 400.00	Stub torn out from book of stubs marked 'G.J. Ex. 43'
February 25, 1939	$ 14.50	Stub dated 2-21-39 shows check payable to Burton's Garage in the amount of $14.50
August 19, 1939	$ 100.00	Stub not identifiable.

Amici Exhibit 237

2-28-39
Express - Judge, Kaufman Lenglum, Wells & Amstein

	DOLLARS	CENTS
BROT FORD	89	81
DEPOSITED		
"		
TOTAL		
THIS CHECK	25	58
CARD FORD	64	23

3-5-39
C.C.C. 193

	DOLLARS	CENTS
BROT FORD	37	55
DEPOSITED		
"		
TOTAL		
THIS CHECK	3	42
CARD FORD	34	13

2-23-39
Lakeside 193
Kentleys (Home Board)

	DOLLARS	CENTS
BROT FORD	64	73
DEPOSITED		
"		
TOTAL		
THIS CHECK	16	25
CARD FORD	48	48

3-29-39
C.C.C. 193

	DOLLARS	CENTS
[illegible]	34	13
[illegible]	100	00
J.K. Sykes	123	00
TOTAL	257	13
THIS CHECK	10	93
CARD FORD	157	13

3-7-39
Express 193
Shipment

	DOLLARS	CENTS
BROT FORD	48	48
DEPOSITED		
"		
TOTAL		
THIS CHECK	10	93
CARD FORD	37	55

3-30-39
C.C.C. 193
Bal $400-

	DOLLARS	CENTS
BROT FORD	157	13
DEPOSITED	600	00
"		
TOTAL	757	13
THIS CHECK	116	70
CARD FORD	640	43

237/1.

Amici Exhibit 237

3-27-39
Ed Wallace
Brought to
Bronze

	DOLLARS	CENTS
BROUGHT FORD	328	43
DEPOSITED		
"		
TOTAL		
THIS CHECK	100	00
AND FORD	228	43

3-31-39
Maxwell
Stewart
Truck Insurance

	DOLLARS	CENTS
BROUGHT FORD	640	43
DEPOSITED		
"		
TOTAL		
THIS CHECK	27	20
AND FORD	613	23

4-1-39
Dickers

	DOLLARS	CENTS
BROUGHT FORD	228	43
DEPOSITED		
"		
TOTAL		
THIS CHECK	7	04
AND FORD	221	39

4-3-39
Packing House

	DOLLARS	CENTS
BROUGHT FORD	613	23
DEPOSITED		
"		
TOTAL		
THIS CHECK	208	43
AND FORD	404	80

4-14-39
Packing House

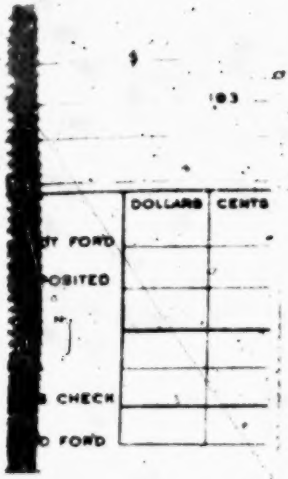
	DOLLARS	CENTS
BROUGHT FORD	221	39
DEPOSITED		
"		
TOTAL		
THIS CHECK	150	00
AND FORD	71	39

4-6-39
C C C

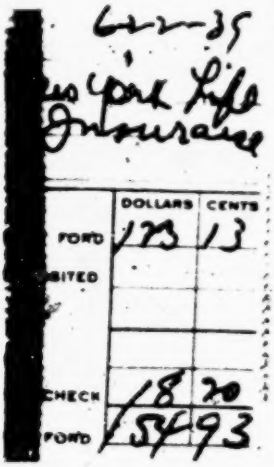
	DOLLARS	CENTS
BROUGHT FORD	404	80
DEPOSITED		
"		
TOTAL		
THIS CHECK	76	37
AND FORD	328	43

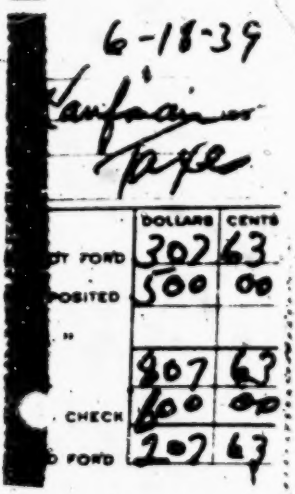
237/2

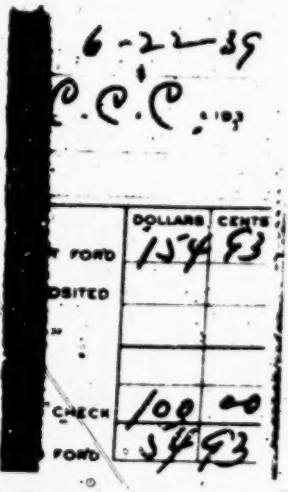
Amici Exhibit 237

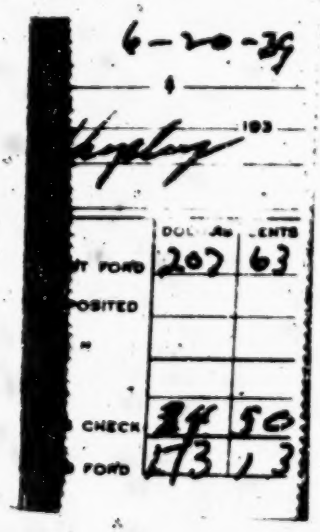


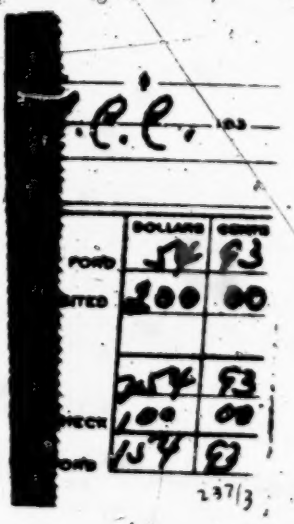
	DOLLARS	CENTS
...T FOND		
...OSITED		
"		
...CHECK		
...FOND		





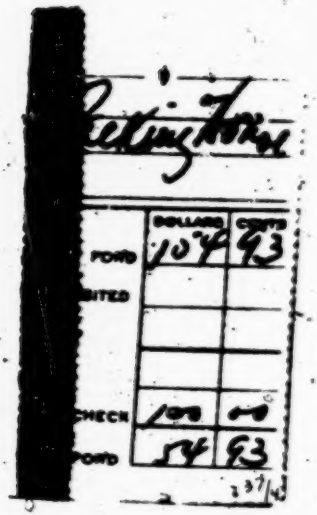






237/3

Amici Exhibit 237



Amici Exhibit 237

Miss Martha Klurch
1680 Lawrence Rd
Trenton
NJ

237/5

Amici Exhibit 238 for Identification

Printed as Universal Exhibit 21

Amici Exhibit 239 for Identification

Printed as Universal Exhibit 22

Amici Exhibit 240

$1000.00

No. 3178

Due May 23 1925

P. O. Address Fort Myers, Florida.

MAY 23 [illegible]

Eustis, Fla. 192

One Year after date the undersigned jointly and severally promise to pay to the order of C. L. Stokley,

One Thousand--------------------NO/100 DOLLARS

at THE FIRST STATE BANK OF EUSTIS, for value received, with interest at the rate of 8 per cent. per annum after date until paid. Together with an attorney's fee of ten per cent. of the principal sum hereof, if given after maturity to an attorney for collection. Presentment, protest, notice of dishonor and notice of protest are waived by each and every endorser, and each of us hereby waives any and all Homestead and Exemption rights.

Chas. S. Rees.

P. O. Address:

Miss Celia S Rees

For & consideration of ten dollars and other good and valuable consideration I hereby assign, transfer and deliver the note to which this endorsement is written to C. L. Stokley.

This 7 day of Jan 1929

C L Stokley

249

L. B. McLEOD
OWNER
MAC J. LAIRD
MANAGER

Lamar
HOTEL

STEAM HEAT · FREE PARKING
400-411 WEST CENTRAL AVE
THE CITY BEAUTIFUL · ORLANDO · FLORIDA

ELEVATOR SERVICE

March 8 — 43

Dear Emmie

I have just returned from a splendid trip to N.Y. also I have your signed letter I wrote you Dec 19 — 40 so I want you to keep this copy for future reference Now you must to do me harm but the Dear Lord did not mean it so. I am not mad with you and don't blame you one bit We each tride to enforce each other Which was so wrong. Now you ask Dorcas if I may send you $100.00 dollars

I am et always your friend
Charlie

Write me soon

COMFORT WITHOUT EXTRAVAGANCE

241

Amici Exhibit 242

Lamar
HOTEL
ORLANDO FLORIDA

ORLANDO
NOV 9
9 AM
1943
FLA.

Mrs Emilie Cole
911 Washington ave
Eustis Fla

BETTER HEALTH
EAT
FLORIDA FRUIT

242

Amici Exhibit 243

Dec. 19 — 40

Eunice I tryed to see you before I had to leave. The U. S. depty Marshal came to see me in Mt. Dora. I had a life Insurance Policy mad to you and girls for $3000 with double indemnity. I had carried it 5 years and 7 mo. had it in a Safety Deposit Portsmouth at my death Paul was to deliver it to you in person after he recd letter from mama you were all through with me. he advised me surrender policy to co and get cash value which I did. Recd $600.94. Where I made my mistake I sent A check with a Tavaries Bank ck to Judge D paying my years interest. I should have deposited ck from Ins Co in Bank of Tavares and made ck for the whole amount. They have sent for me to explain to the High Court why I cashed this ck in on policy. I shall tell them for business reasons They also confisticated your letter of about May 1—Miss Hix said it never came to Atlantic Hotel. Depnty Marshal ask me whom had you wronged all these years. I told him I did not know. He also wanted to know what was meant by Mr. Barker's letter of April saying he had rite address and so they believe we are holding out on government evidence in regards to the Investigation. Now Please don't know anything or they will pick you to pieces and have Mr. Barker up there at the government don't mind expenses. Yours after 23 years should they come questioning, you know nothing,

C L Stokley

Amici Exhibit 244

DESCRIPTION OF STOKLEY PAPERS
IN OFFICE OF WHITE & STAPLES
PHILADELPHIA

March 16, 1943.

1. 4 Order books for fruit, presumably 1938.

2. 1 Order book for fruit, presumably 1937.

3. Black book marked "Ledger", bearing inscription on front page "This book contains names of people we sold fruit to in Virginia Beach in summer of 1938. W. C. S."

On the page indexed under "D" there appears to be no entries in the name of Davis.

4. Yellow book with inscription on front page "Inspector's book owned by W. C. Stokley while employed by American Can Co." Contains list of "Fruit sent to Judge Davis in current season" (1939-40).

On the page indexed under "D" there appears an entry headed "1939-1940—Cousin John" showing the shipment of the following fruit:

1 box oranges November 30
1 box oranges December 15
½ box oranges January 17
1 box oranges January 17
8 boxes oranges January 23
3½ boxes oranges January 23
1 box oranges February 10
2 boxes oranges February 24

Amici Exhibit 244

NOTE: There do not appear to be any other entries relating to either Davis or Kaufman.

5. Letter dated July 14, 1938 from Mount Dora Growers Cooperative to Mr. Bill Stokley enclosing "a little book in which I have listed each ticket number of boxes by variety, amount of packing and stamps."

The little black book apparently referred to in the letter bears the notation "C. L. Stokley & Son Season 1937-38" and contains merely 9 pages on which there appear to be listed, without names or addresses, ticket numbers and number of boxes of oranges, grapefruit, tangerines and miscellaneous fruit, together with the packing charges and stamps.

6. (a) Sheet of paper dated May 3, 1941, reading as follows: "Total amount due Judge J. Warren Davis $1,404."

(b) Sheet of paper dated May 3, 1941, reading "Total amount due Morgan S. Kaufman to date $13,000."

(c) Copy of telegram, undated, to Walter H. Gahagan from C. L. Stokley reading "Attorney Gray representing Judge Davis asked me to confer with him. Please advise if I am at liberty to do so."

(d) Letter on stationery of the Ambassador Hotel, New York, dated March 10, 1941, from Morgan S. Kaufman to C. L. Stokley, reading:

"I assume by this time that you have sold most of your orange crop for the year,

Amici Exhibit 244

for you told me at the time I loaned you the money that you dispose of your crop the latter part of February.

"You have paid very little on interest and nothing on the principal, and it has been more than five years since the loan was made.

"I am writing to say that I must have some substantial payment. I think you will agree with me that I have been very lenient, but feel that I cannot go on much further. The time has now come when I must begin to realize on my loan.

'I would appreciate it very much if I can hear from you at an early date.

'With my kindest regards, I am

Very truly yours".

7. 13 Check books, presumably of the Bank of Tavares, running approximately from April, 1937, through the fall of 1939.

The only entries which we were able in any way to identify with the Kaufman or Davis loans were the following:

(a) An entry, not dated but 8 stubs after a stub dated April 1, 1937, bearing the legend "(?) Kaufman tax $348.88."

(b) Stub dated 2/18/38 "Express to J. W. D. and Mr. Landis for gift boxes"—amount of this check $8.86.

Amici Exhibit 244

(c) Stub dated September 12, 1938 "Ta
1936-7—Pet Grove"—amount of che
$10.83.

(d) Stub dated 2/28/39 "Express Judge Ka
man, Seymour Weisl and Arnstein"
amount of check $25.58.

(e) Stub dated 2/7/39 marked "Judge's
press"—amount of check $60.08.

(f) Stub dated 6/18/39 "Kaufman taxes"
amount of check $600.

(g) Stub dated 2/23/39 "Town of Mt. Do
Kaufman 1937 taxes"—amount of che
$100.

(h) Stub dated 2/23/39 "George Dykes 19
taxes Pet Grove"—amount of check $3.

In addition to these items there are unidentifi
payments to the Town of Mount Dora for electrici
and taxes which bear nothing to indicate upon wh
properties these payments were made.

The check books contain numerous blank stubs.

8. Number of monthly statements from the Fir
State Bank of Eustis, Florida, containing cancell
checks.

A cursory examination seems to indicate that the
were no checks later than 1932.

9. Envelope containing 2 notes given by Stokl
to the First State Bank of Eustis in 1927 and 192
respectively, and some correspondence appertainin
thereto.

Amici Exhibit 244

10. Letter dated July 25, 1938, from Bank of Tavares to C. L. Stokley enclosing duplicate deposit slips all bearing dates of 1937, 1938 and 1939, none of which indicate the source of receipt of the money.

11. Notice from George F. Dykes, Clerk of the Circuit Court of Lake County, Florida, dated March 7, 1932, addressed to C. L. Stokley, advising him of the cost of redeeming certain tax certificates.

12. 3 Letters dated June 17, 1931, July 5, 1931 and August 21, 1932, respectively, from R. Cole to C. L. Stokley regarding interest payments on a note of C. L. Stokley held by R. Cole.

13. Envelope containing miscellaneous summonses and tax statements on property of C. L. Stokley, bearing varying dates from 1917 to 1932.

14. Envelope containing note of C. L. Stokley to First State Bank of Eustis, Florida, dated September 24, 1927, paid August 24, 1928, and tax sale certificate covering certain real estate, dated August 5, 1929.

15. Several envelopes containing tax notices, tax bills and tax receipts for various years from 1916 to 1953.

16. Large number of cancelled checks on Bank of Tavares, many of which are drawn to the Town of Mount Dora, with no indication as to the properties affected. Among these checks were the following which appear to be identified with either the Kaufman or Davis loans:

(a) Check dated April 9, 1937, payable to the order of Town of Mount Dora for $348.88, bearing the notation "Kaufman taxes."

Amici Exhibit 244

(b) Check dated September 12, 1938, to the order of George F. Dykes for $10.83, bearing notation "Pet Grove taxes 1936-7."

(c) Check dated August 2, 1937, payable to C. M. McKenney for $14.11, bearing notation "State and county taxes Orange County Grove."

(d) Check dated May 15, 1939, to Morgan S. Kaufman for $600.

(e) Check dated March 23, 1941, to Morgan S. Kaufman for $400.

17. Cancelled checks drawn on the Sanford Atlantic National Bank from December, 1935, to May, 1936; also bank statement from December, 1935, to May, 1936.

18. Miscellaneous bills to C. L. Stokley from Citrus Culture Corporation.

19. Miscellaneous bills from the Eustis Packing Company for packing fruit.

20. Eligibility certificate of the National Trotting Association for pacer known as "Lady Worthy" listing winnings in 1936 in the gross amount of $27.60—owner J. Samuel Duffy, Salisbury, Maryland.

21. Tax receipt from the City of Orlando, Orange County, Florida, for 1927 taxes.

22. Book of Western Union Telegraph blanks, having pencilled copies of various telegrams, including the following:

Amici Exhibit 24

Telegram dated November 12, 1935, to J. Warren Davis, Federal Building, Trenton, New Jersey, from Charles L. Stokley, reading as follows:

"Give mortgage on houses and lots to secure payment of taxes in sum of twenty seven hundred be paid February twentieth STOP Houses and lots worth five thousand STOP Title policies be ready this week Cooley will wire".

23. Letter dated February 21, 1940, on letterhead of C. L. Stokley & Son addressed to "Gentlemen" reading as follows:

"I have searched the place thoroughly and have enclosed all the bank statements I could find. I have several nice mouse nests made of paper that look like bank checks and statement paper, but you know how they fix their nests. Or maybe you do not. You see, I have only been back home a couple years and a few months and know very little about Dad's private business except that he has a couple loans outstanding. The one to Morgan S. Kaufman is for $10,000.00 and as far as I know none of the principal and little if any interest has been paid. I also understand cousin John loaned him $4,000.00. I believe the interest is up to date on that but I do not know about the principal. You see these loans were secured before I came home—while I was in college and Dad never opened up about them, and we have had so much to do with the fruit that it just never came up fully. As to how much we owe the packing house, or the note at the bank, or the rent money I can tell you about that all right.

Amici Exhibit 244

'It is all I have and I hope it will get Dad on down here to help market the oranges before they all drop and dry up.

'I just saw this envelope and thought I might as well sent it, too. I was—before fruit prices went so low last year—going to build as house and asked Mr. Kaufman about getting a lot free to build it on. I received a nice letter from him but when money got so scarce I dropped the idea.

'Tell Dad I couldn't find the contract; so I had a copy drawn up. I hope it is all right.

'The rent money amounts to somewhere in the vicinity of $400—$475 per year.

Very truly yours,

W. C. STOKLEY"

This letter is being photostated and copies will be forwarded to counsel.

24. The following letters are being photostated and copies will be forwarded to counsel:

(a) Undated longhand letter from J. Warren Davis to "Dear Charlie."

(b) Letter dated March 7, 1940 from W. C. Stokley to Mr. Walter Gahagan, Jr.

(c) Letter dated January 29, 1941 from Morgan S. Kaufman to C. L. Stokley.

(d) Carbon copy of letter, unsigned but apparently from Wilmer Stokley, to Morgan S. Kaufman, dated April 3, 1939. (The letter deals with getting a release of one of the

lots covered by the Kaufman loan and a copy has already been supplied counsel.)

(e) Letter from Paul Stokley to Bill Stokley, dated February 28, 1938.

25. Miscellaneous lists of persons to whom fruit was sent at the request of Senator Sordoni, J. Warren Davis and Morgan S. Kaufman.

26. Gray covered book marked "S.E. Ledger." The first 8 pages contain miscellaneous entries of events presumably made by Mrs. Stokley. The entries on the first 8 pages cover the period from January 21, 1935 to November 7, 1936.

The only item which appears to relate to either Kaufman or Davis is the following:

"Judge, wife and Martha spent weekend with us Feb. 29 Mch 2nd" (presumably 1936).

The balance of the book contains statements of what appear to be the amounts receipted for on loads of fruit taken to market during 1936-1937, and also records of payments on the White truck.

There does not appear to be any other reference to either Davis or Kaufman in the ledger.

27. Receipt from the Town of Mount Dora for $13.47 received from C. L. Stokley July 29, 1939.

28. Letter from First State Bank of Eustis to C. L. Stokley, dated July 22, 1938, concerning a note of Stokley held by the Bank in some way related to certain Portsmouth lots.

Amici Exhibit 244

29. (a) Letter from Frank W. Stebbins to C. L. Stokley, dated July 22, 1939, relative to Portsmouth property on which First State Bank of Eustis held mortgage.

(b) Letter dated July 25, 1939, from C. L. Stokley to Frank W. Stebbins re same.

30. Legal papers "In re Estate of Harold Gilbert, deceased," dated January, 1927.

31. Note of C. L. Stokley and Della M. Stokley, to First State Bank of Eustis in the amount of $2,000, dated August 24, 1928.

32. Tax receipt No. 28997, dated October 25, 1938, for the payment of State and County taxes by C. L. Stokley in the amount of $6.20 for Orange County properties in Orlando, Florida.

33. Envelope containing miscellaneous letters and documents all dated 1930 or prior thereto, regarding a loan made by the Prudential Insurance Company on certain property of C. L. Stokley in Orlando, Florida.

34. Notice of tax sale, dated October 6, 1938, issued by the Clerk of the Circuit Court or Orange County, Florida, conveyed to Judge Davis, including Lots 4 to 9, Block C, in Eastview Park, and Lot 4 in Block A in DeLaney Park, Orlando.

35. Application dated October 6, 1938 by C. L. Stokley to buy tax certificates on the property described in No. 34.

Amici Exhibit 244

36. Statement of State and County taxes due on the northwest quarter of the northwest quarter of the southwest quarter (less all west of road) located in Section 4, Township 20, Range 27, Orlando, Florida. Statement is dated January 31, 1936 and shows taxes due in the aggregate amount of $48.86.

37. Tax receipt dated January 15, 1936 in the amount of $48.86 covering the property described in No. 36.

38. Statement of State and County taxes due on property described as beginning 16 rods west of southeast corner of west half of southwest quarter of northwest quarter, running north 10 rods, west 16 rods, south 10 rods, east 16 rods (less part west of road) located in Section 4, Township 20, Range 27, dated January 31, 1936. The taxes due according to this statement were $6.15.

39. Tax receipt for 1936 in the amount of $14.11 covering the property described in No. 38

40. Tax receipt No. 14581, dated January 15, 1936, showing the payment of taxes in the amount of $6.15 by C. L. Stokley on the property described in No. 38.

41. 7 Notices of payments due on paving lien on Mount Dora property owned by Della M. Stokley, each dated March 1, 1927.

42. 8 Notices of payments due on paving lien on property owned by Charles L. Stokley, each dated March 1, 1927.

43. Batch of Railway Express receipts for the shipment of fruit, including about 5 to Judge Davis during 1938.

Amici Exhibit 244

44. 5 Notices, each dated September 8, 1938 from the Clerk of the Circuit Court of Lake County, Florida, to C. E. Stokley advising him of the amount necessary to redeem certain tax certificates upon property located in Mount Dora, Florida. Each of these notices bears the inscription at the top 'John W. Sawyer'. The properties covered by the tax receipts in question are as follows:

(a) Lots 11-12, Grandview Sub. Mount Dora, years 1936-7,

(b) Blocks 413, 420, 421, west 180' of south 50' of Block 422, Mount Dora, years 1935-7.

(c) Blocks 391, 392, south of R. R., Mount Dora, years 1936-7.

(d) West 120' of south 132' of Block 135, Mount Dora, years 1936-7.

(e) East 235' of north 140' of Block 109, Mount Dora, years 1936-7.

45. A plat purporting to show Block 419 and 3 pages of descriptions of various parcels of land. Photostatic copies are being prepared and will be furnished to counsel.

46. Numerous notices of assessments for paving and sewer improvements, and statement of delinquent City taxes upon various properties in Orlando, Florida, all in the year 1938.

47. Notices of tax liens, redemption certificates, tax notices and receipts covering property in Mount Dora—1938.

Amici Exhibit 244.

48. Batch of sheets each containing at the top the description of one parcel of real estate and statement below as to the date up to which taxes had been paid on the described property. Some sheets bear the pencil notation "Kaufman" at the top.

49. List of monthly bank statements from the Bank of Tavares commencing October, 1936 and ending December, 1939, with the exception of the months of June and July, 1938, and April and May, 1939.

50. Letter from N. Barnhard to C. L. Stokley, dated May 3, 1930.

51. Letter dated November 7, 1939 from the Cooperative Extension Work in Agriculture and Home Economics, certifying that C. L. Stokley owns 60 acres of citrus in Lake County, Florida, and is entitled to the rights and privileges of a grower of farm products.

52. (a) Plate glass insurance policy issued by the Metropolitan Casualty Insurance Company of New York, expiring January 5, 1933.

(b) Plate glass insurance policy issued by the Metropolitan Casualty Insurance Company of New York, expiring January 5, 1939.

(c) Automobile liability insurance policy issued by the Fidelity & Casualty Company of New York and fire insurance policies on trucks.

(d) Notice of life insurance premium due July 1, 1939 to the Provident Mutual Life Insurance Company of Philadelphia in the

amount of $223.60; bears notation "Check paid $123.60."

53. Miscellaneous bills and correspondence pertaining to trucks, cars and fertilizer.

54. Large number of tax receipts showing payment of taxes on Lake County property in 1936; also tax receipt showing payment of taxes on certain property in Lake County for 1935.

55. Cardboard letter file marked "Paid invoices No. 2," containing hundreds of invoices from various dealers, some of which are marked "Paid" and some of which are not; also miscellaneous correspondence relating to fruit, etc.

56. 2 Plats of Mount Dora property and longhand description of certain parcels. Photostats being made and will be sent to counsel.

Amici Exhibit 245

MORGAN S. KAUFMAN
527 FIFTH AVENUE
NEW YORK

Vanderbilt 6-4636

January 29, 1941

Mr. C. L. Stokley,
Mt. Dora,
Florida.

Dear Mr. Stokley:—

I have your letter of the 26th instant.

I wish to advise you that I received the insurance policy for the property, which is entirely satisfactory.

I do feel that the taxes should be paid for the year 1940, at the earliest possible time. I will appreciate it if you will send me the paid bills, or at least a copy of them, so that I can have them here.

At the same time, I would also appreciate your sending me some money on interest, which you set forth you intended doing in your last letter.

Awaiting your early reply, I am

Very truly yours,

/s/ MORGAN S. KAUFMAN

Morgan S. Kaufman

MSK:GCM

Amici Exhibit 246

THE AMBASSADOR

PARK AVENUE

51ST TO 52ND STREETS

NEW YORK

March 10, 1941.

Mr. C. L. Stokley,
Mount Dora,
Florida.

Dear Mr. Stokley:

I assume by this time that you have sold most of yo orange crop for the year, for you told me at the time I loan you the money that you dispose of your crop the latter pa of February.

You have paid very little on interest and nothing on t principal, and it has been more than five years since t loan was made.

I am writing to say that I must have some substant payment. I think you will agree with me that I have be very lenient, but feel that I cannot go on much further. T time has now come when I must begin to realize on my loa

I would appreciate it very much if I can hear from y at an early date.

With my kindest regards, I am

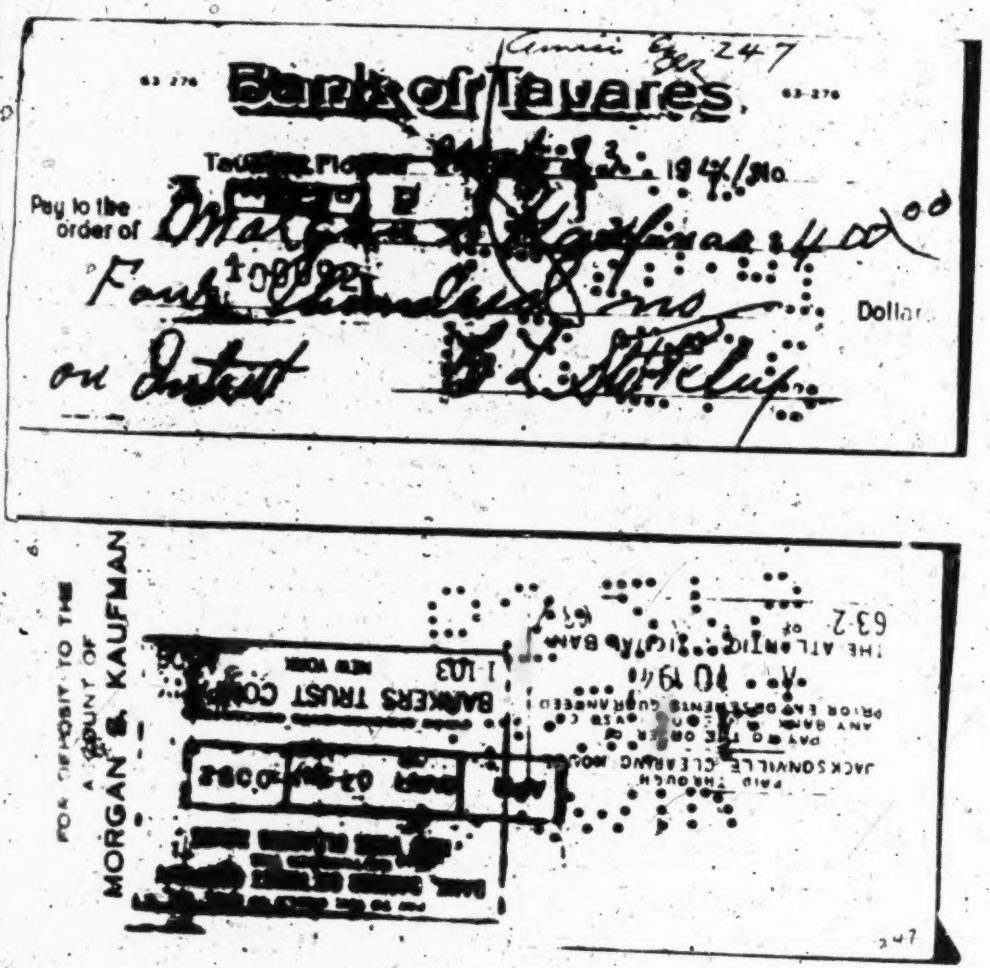
Very truly yours,

/s/ MORGAN S. KAUFM

Morgan S. Kaufm

K:M

Amici Exhibit 247



Amici Exhibit 248

WHG:ASB

STOKLEY PAYMENTS TO J.W.D.

4- 1-37	M.G.D. deposited in her checking account at Penna. Co. for Insurances on Lives (etc) check of C.L.Stokley-Tavares, Fla.,	$ 320.00
	Charles L. Stokley account, Bank of Tavares shows charge for this item April 5, 1937	
	Canceled check not produced.	
4- 1-37	J.W.D. deposited in his account, Trenton Trust Co. check on Tavares, Fla.	500.00
4-10-37	J.W.D. account was charged with above 'Returned unpaid' $500.00 and $1.01	
4-19-37	J.W.D. deposited in his account, Trenton Trust Co. check on Tavares, Fla.....	500.00
4-27-37	J.W.D. account charged with above 'Protested and fees' $501.50	
4-22-37	J.W.D. deposited in his account Trenton Trust Co.	500.00
	Charged to Stokley's account, Bank of Tavares on April 28, 1937—but canceled check not produced	
6-14-37	J.W.D. deposited Trenton Trust Co. check of Richmond Fruit & Produce Co. to Stokley and endorsed to J.W.D.	$500.00
7- 9-37	M.G.D. deposited Penna. Co. check on St. Augustine National Bank. Not definitely known to be Stokley but might be 8% on $2700.00 indicating a principal payment of $300.00 We have no record of as yet.	216.00
8- 4-37	J.W.D. deposited Trenton Trust Co. check on a Mt. Dora Bank (marked Stokley on J.W.D.'s stubs).	200.00
	Above shows:	
	Total principal payments	$1200.00
	Total interest payments	436.00

Amici Exhibit 249

JEFFERSON HOSPITAL

PHILADELPHIA

April 2, 1943

TO WHOM IT MAY CONCERN:

This is to certify that Judge J. Warren Davis, Lawrenceville, New Jersey, was admitted to this hospital on April 15, 1936 and discharged on April 25, 1936. A diagnosis of Chronic Cholecystitis was made.

Very truly yours,

/s/ N. S. McBerty

N. S. McBerty,
Record Librarian

NSMcB:CGS

Amici Exhibit 250

Thomas Raeburn White, Esq. 2.

With respect to the request for a breakdown of the totals shown in Universal's Exhibit 33, we beg to advise that we have requested a study of this exhibit for the purpose of affording a breakdown which we assume meets the requirements of Messrs. Thiess and von Holst.

The study indicates payments to Mr. Hall as follows:

Infringements suits	$161,609.10
Interferences	14,625.00
General legal	3,635.00
Patent expense	3,275.00
Total	$183,144.10

The study indicates payments to Mr. Thomas as follows:

Infringement suits	$ 86,972.50
Interferences	117,252.75
Opposition proceedings	106.50
General legal	5,480.00
Patent expense	79,096.95
Total	$288,908.70

The total, namely, $111,100.00, of the payments to Judge Haight shown on Exhibit 33 is all attributable to infringement suits. In addition to this amount, Judge Haight received in 1931 the sum of $45,000.00 for his services in the case of Texas v. Warner-Quinlan, an infringement suit brought against one of Universal's licensees defended by Universal. This payment was made by Universal's old stockholders directly and was not run through Universal's books

inasmuch as it was an expense incurred prior to the sale of their stock in the company.

All of the payments made from 1930 through 1939 to Judge Morris, namely, $15,000.00, were charged against various infringement suits.

Yours very truly,

RALPH S. HARRIS

Universal Exhibit 1

COPY

UNITED STATES CIRCUIT COURT OF APPEALS
THIRD JUDICIAL CIRCUIT Yo 10/15/34
Philadelphia

October 4, 1934

Hon. Arthur C. Denison
c/o Baker, Hostetler, Sidlow & Patterson
Union Trust Building
Cleveland, Ohio

My dear Judge Denison:

I submitted your letter of September 22nd to my associates. We find on careful reading that it contains five requests or five inquiries, which have been disposed of as follows:

(a) An extension of time provided by the rules for the oral argument. We have decided, somewhat against our inclination, to give the case a full day. That will be two hours and a half for each side.

(b) A relaxation of the rule in reference to the length of briefs so as to permit the filing of briefs containing up to one hundred pages of argument. In view of the extension of the oral argument to more than double the time allowed in patent cases, we shall extend the rule and permit the argumentative portion of the briefs to be extended to seventy-five pages. We are firmly opposed to the expansion of the rule or of the extension by appendices.

(c) The use of file wrappers as physical exhibits. We cheerfully permit this to be done.

(d) The date for the argument to be continued until the next term which you understand will begin in January.

The next term will begin in March and the current term will probably end in January. Therefore we will set this case for argument early in the January period (which usually begins the first Monday and runs for two weeks) on a day to be named by our clerk.

(e) The time for filing briefs. In view of the postponement of the argument to the last of the term, we shall require the appellant's brief to be filed with our clerk not later than November 15th and the appellee's brief not later than December 22d.

The disposition of these matters was reached with your letter of September 22d and Judge Haight's letter of September 28th before us. A copy of this letter will be sent to Judge Haight.

Hoping that our action will be satisfactory to all counsel in the case, I am,

Very cordially yours,

(Sgd.) VICTOR B. WOOLLEY

Universal Exhibit 1

Read to me over phone by Judge Haight
H

U. O. P. CO.
REC'D SEP 29 1934
H. J. H.
W. M. B. B
L. M. H. H
R. E. N. N

September 28, 1934

H

Universal Oil Products Co. v. Root Refining Co. (Two Cases).

My dear Judge Woolley:

I have your letter of the 25th in the above matter. Before I proceed to answer your inquiries, let me express my appreciation of your very kind wishes. I hope I am prepared for a big winter's work, but I am still being held somewhat in check. I had a very good summer.

Referring now to Judge Denison's correspondence with you, he makes four requests:

(a) An extension of the time provided by the rules for the oral argument;

(b) A relaxation of the rule in reference to briefs so as to permit the filing of a brief containing up to 100 pages of argument;

(c) The use of the file wrappers (which have not already been printed) as physical exhibits, thereby avoiding the cost of printing; and

(d) That the date for the argument be continued until January and that the time for filing briefs be extended accordingly.

Universal Exhibit 1

We have no objections to requests (a), (b) and (c). I should think that it would be helpful to the Court if a full day were given to the oral argument; and I do not believe that a very useful brief could be drawn which would limit the argumentative part to 50 pages.

We cannot consent, however, to request (d). We are willing to abide by the judgment of the Court as to whether the argument should be postponed until January, without a formal motion for a postponement being made or any other arguments than are presented in Judge Denison's letter and this letter.

These cases were tried together before Judge Nields in the early summer of 1932. They involve two patents, one granted to Egloff and the other to Dubbs. The suit on the Dubbs patent was begun in July of 1931. The defendants in each case were the Winkler-Koch Engineering Company and the Root Refining Company. The former, however, was not a resident of Delaware and no jurisdiction could be acquired over it, although its officers assisted, if they did not control and direct, the defense. The suit proceeded against the Root Refining Company, a former licensee of the appellee, which was using an apparatus designed and supplied by the Winkler-Koch Company. The cases were orally argued in April of 1933. The argument was delayed about three months owing to my illness. The cases were decided by Judge Nields in April of the present year.

At the time of the trial, each party expressed an intention to take an appeal if the decision was unsatisfactory to it. Accordingly, the record was reduced to narrative form during the summer and fall of 1932, printed and submitted to Judge Nields in printed and condensed form.

We proceeded with every possible speed after the decision was handed down to get the interlocutory decree entered. It was signed on May 18, 1934. There was some delay on appellant's part in taking the appeal. The reason for it I do not

know. After the decree was entered and the appeal taken, appellant applied for a supersedeas. This was granted after some delay growing out of the settlement of the amount and character of the security which the appellant should be required to give. No part of this delay was due to any fault of ours.

Our client has been insistent that this case be pressed because the stills erected by the Winkler-Koch Company—and there are many of them—which Judge Nields found to infringe, have been seriously interfering with its business.

We had every reason to suppose, and the supersedeas was, of course, granted with the thought, that the appeal would be brought on speedily for hearing.

Why there has been so much delay in getting the full record to the Circuit Court of Appeals, I do not know. Counsel for appellant have asked from time to time for extensions which we have granted, but we have always understood that the cases would be argued during this fall; and we would not have granted the extensions if we had had any idea that the appellant would try to avail itself of the rule of your Court in reference to placing the cases on the calendar when the record is filed less than 15 days before the opening day of the Term. I, personally, granted the last request for an extension on September 14th. No suggestion was made at the time that the case would not be argued at the October Term. I hope very much that Judge Denison and his colleagues will not try to take advantage of the courtesies which we have extended to them in order to have the argument of these cases postponed beyond this Term. If they should we would want to be heard.

Our client has nothing whatever to do with the other suits that have been brought against the Winkler-Koch Engineering Company and has no interest in those suits; and was neither directly or indirectly instrumental in their institution or prosecution. We, of course, as attorneys, try to

accommodate opposing counsel in the matter of conflicting engagements, but we have made no arrangement, express or implied, with counsel for the appellant in these cases that our cases should be delayed or affected by any of the other litigations against the Winkler-Koch Engineering Company.

I do not know exactly why Judge Denison made some of the statements that he did in his letter of September 22nd. They seem to be immaterial to any of the matters that he wished to lay before you, and some of them are not correct. The "validity of the Dubbs patent in suit" in this case was not "settled" by any settlement arrived at in 1932, or any other time, between the appellee in this case and the other companies, or any of them, mentioned in Judge Denison's letter. The patent was issued in 1919. Its validity has been acquiesced in by at least 50 licensees, including the Royal Dutch Shell and the Standard Oil of California, (and the appellant, until it installed the Winkler-Koch stills), who paid over the intervening years, for the privilege of using that and other patents of the appellee, a vast sum of money. An interference between this patent and another application was "settled" in December of 1931 and the priority of Dubbs acknowledged. Appellant did not question at the trial of this case the bona fides of this settlement or that Dubbs was prior to the interfering applicant. I mention these matters (although they have, as I see it, no materiality on Judge Denison's applications) simply because I did not want the implications in his letter to go unrefuted.

If the Court should think it proper to grant Judge Denison's application for a postponement of the argument until the January session, we think that you should require the appellant to serve us with its brief not later than the 15th of November.

I am afraid that the length of this letter will make you feel that you should pass a rule not only applying to briefs, but to letters of counsel to members of the Court.

I am, of course, sending a copy of this letter to Judge Denison.

With warm personal regards, I am,

Sincerely yours,

(Sgd.) THOMAS G. HAIGHT

Hon. Victor B. Woolley,
United States Circuit Judge,
Post Office Building,
Wilmington, Delaware.

C.C. to: Hon. Arthur C. Denison,
Union Trust Building, Cleveland, Ohio

W. D. Whitney, Esq.,
15 Broad Street, New York City.

Hiram J. Halle, Esq.,
50 West 50th Street, New York City.

William F. Hall, Esq.,
Victor Building, Washington, D. C.

Universal Exhibit 1

U. O. P. CO.
REC'D SEP 28 1934
H. J. H.
W. M. B. B
L. M. H. V
R. E. N. V N

Letterhead of

CRAVATH, DEGERSDORFF, SWAINE & WOOD
15 Broad Street
New York September 27, 1934.

COPY

Winkler-Koch

Dear Judge Haight:

I am aghast at Judge Denison's letter to Judge Wooley. I am afraid that I will have to revise all of my concepts of legal ethics.

Obviously, there is no one who can handle this matter other than yourself, and anything you do will have my applause.

Apart from the obvious impropriety of referring to the anti-trust case (about which we had nothing to do), and the exchanges of immunity (in respect of which Judge Denison is all mixed up and has the year wrong to boot), I note specifically the absurdity of the argument that, because we had done a favor to the defendant's counsel in deferring various cases in order that they would not have to retain independent counsel since they were involved in other cases, a conclusion is drawn that we are conspirators. Incidentally, no one knows better than yourself that we have had absolutely no traffic with the plaintiffs in the other cases, and that, if anything, we have been embarrassed by the position that they have taken or threaten to take in various ones of those cases.

I feel myself that it is of basic importance that your argument in Delaware be brought on as early as possible and I understand that Mr. Halle concurs. Incidentally, Judge Denison's concern about the short time after the printing of the record is indeed curious in view of the fact that we have all had printed copies of substantially all of the record in our files for a year and a half. As to briefs, five months have expired since the decision below, and as complete briefs were written and filed there, it should not be an undue strain to get out the Circuit Court of Appeals brief within six months thereafter.

All of this no doubt is carrying coals to New Castle, but I want to get it off my chest.

Yours very truly,

(Signed) W. D. WHITNEY

Judge Thomas G. Haight,
Messrs. Wall, Haight, Carey & Hartpence,
15 Exchange Place,
Jersey City, N. J.

Copies to: Messrs. Halle
Behrens
Hall

K-WDW

COPY

May 14, 1934.

Honorable Arthur C. Denison,
Union Trust Building,
Cleveland, O.

My dear Judge Denison:

I assumed, contrary to the information contained in your letter of the eleventh instant, that the case to which you referred was in some stage on appeal to our court. As that

is not the case I quite agree with you that the matter of application for suspension of the fifty page rule should be postponed until a later date. In consequence, our correspondence need not be called to the attention of your adversaries.

Sincerely yours,

(Sgd) VICTOR B. WOOLLEY.

COPY

May 11, 1934.

Hon. Victor B. Woolley,
U. S. Circuit Judge,
Wilmington, Del.

Dear Judge Woolley:

I have your very kind and informative letter of May 5th.

I would at once do as you suggest and communicate the substance of the correspondence to our adversaries, except that my inquiry was really very premature, and I was looking rather far to the future. The case in question has not yet been appealed nor indeed has a decree yet been settled.

Unless you think it should be otherwise, I will delay this communication to the other side until the appeal has finally perfected by settling the narrative testimony and will then do so.

Possibly at that time it would be desirable to make a more formal application, with notice to the other side. Perhaps also then the extent to which the rule be modified might be fixed.

Sincerely,

(Signed) A. C. DENISON.

Universal Exhibit 1

COPY

May 5, 1934

Honorable Arthur C. Denison,
Union Trust Building,
Cleveland, Ohio

My dear Judge Denison:

I am very glad to hear from you, even in a matter of business. I shall cheerfully answer your question in regard to our rule limiting briefs to fifty pages. That rule, which is not very popular with the Bar, had its origin in a practice of counsel, particularly in patent cases, of making a brief more encyclopedic than argumentative. The briefs were growing and growing in size, and growing correspondingly less helpful to the court. Briefs of several hundred pages were not uncommon. When, in one rather difficult but not extraordinary case, the briefs amounted to over eight hundred pages, we felt that something should be done. So we promulgated the rule. We have always, when the opportunity afforded, made it plain that this rule was not drafted with any idea of making our work easier but primarily for making our work better. When a brief is loaded with quotations from the authorities and the matter at issue is repeated not scores of times but literally hundreds of times, the lines marking the issues are inclined to fade and the chances of the court making mistakes are increased. This comment sounds like a complaint, but I assure you it deals with a situation which, by our rule, we have tried to rectify.

We are entirely conscious that there are some cases which cannot be properly presented within fifty pages and therefore we hear applications in such cases for a reasonable suspension of the rule. An application may be made to a single judge and his action is approved by the court. His

judgment is not infrequently swayed by his acquaintance with the attorney and his knowledge of the attorney's habits, for we soon learn to know the attorneys who never indulge in the practice of uselessly extensive briefs and we soon learn to know those who do so indulge. However, we suspend the rule very cautiously. We are firmly opposed to a brief that physically conforms to the fifty page rule and is supplemented by an appendix. We have found that this practice has been attempted in order to obviate and really defeat the rule. This we do not allow. (I am wondering whether from this rather lengthy dissertation you think there should be a fifty page rule in letter writing).

I shall regard your letter as an application for the suspension of the rule in a case that you have in mind and grant your application to file a brief of greater length as I am very certain that you will observe the spirit of the practice that we are enforcing.

Please be good enough to apprise your adversaries of this correspondence and indicate that the rule is similarly suspended with respect to their brief.

In regard to the question which you raise as to the use in our court of copies of file wrappers and contents without printing, that is a matter which one judge alone does not dispose of. When the application is made to the court without opposition, it is always granted. When there is opposition, the inclination of the court is to grant the application. We are disposed to save what is sometimes a very high cost of printing file wrappers. In order to get a definite answer to the question as it arises in your case, I suggest that you address a letter to the Clerk and request him to present it to the court, asking leave not to print the file wrappers and indicating whether your opponents concur in or oppose the application. In that way the matter will come before the judges in Chambers. The next meeting for consultation is Monday, May 28.

Universal Exhibit 1

If there are any other matters concerning the practices in our court upon which I can inform you I am entirely at your service.

Cordially yours,

(Sgd) VICTOR B. WOOLLEY

COPY

May 2nd, 1934

Honorable Victor E. Wooley,
United States Circuit Judge,
Wilmington, Delaware.

My dear Judge Woolley: re Universal v. Root

I am venturing to ask you as to some points of established practice in your Circuit, because I am participating in an appeal which is coming along and my associates are as ignorant on these points as I am.

The rules provide for an appellant's brief of closely limited size. In this case there is the printed record of some twenty-five hundred pages, a patent is involved which is considered to be of great value, and the case seems to involve an exhaustive study of the oil-cracking art. We feel that it will be difficult to comply with the rule.

The question is whether there is an established practice of modifying this rule on suitable occasion, and if so, whether the application should be made to the Court or to the presiding Judge or to any Judge.

A question arises also as to the use in the Appellate Court of copies of file wrappers and contents without printing. In some circuits this is permitted and in others printing is rather strictly required.

Also, a practice is sometimes approved of putting appellant's brief in rather summary form in a relatively few pages and then permitting an exhaustive appendix or supplement

to which the Court can be referred in the briefs and where it can follow out thoroughly any particular subject. I am wondering whether that practice has been recognized or has been forbidden in your circuit.

If the Clerk of the Court is familiar with these points I would be glad to refer these inquiries to him for his replies. It occurs to me that such things sometimes do not get to the Clerk's office and are familiar only to the members of the court and counsel who appear frequently,—hence I felt at liberty to write you.

Sincerely,

(Sgd) A. C. DENISON

ACD-R.

COPY

BAKER, HOSTETLER, SIDLO & PATTERSON
Union Trust Building
Cleveland

September 22, 1934.

Re: Universal Oil Products Co. v. Root Oil Co.

Hon. Victor B. Woolley,
U. S. Circuit Judge,
Wilmington, Del.

My dear Judge Woolley:

You will recall that in May last I wrote you asking some information as to the practice in your court in certain particulars; that you replied, assuming that the case was then in the Court of Appeals and suggesting the customary prac-

tice, and that subsequent letters arranged for delaying the matter until it had ceased to be premature. The subject matter now becomes rather urgent, in view of the situation which I will state.

This case is one of a group,—in this sense: The Standard Oil Company of New Jersey, The Standard Oil Company of Indiana, The Texas Company, and The Gasoline Products Company were associated in their patent matters in the manner and to the extent described in U. S. v. Standard Oil Co., 283 U. S. 163. Each had given immunity under its patents to the licensees of the others. The present plaintiff, Universal Oil Products Company, was alien to this group and had been for many years contesting in the Patent Office with one or more of the group the right to alleged fundamental patents. In January, 1932, an agreement was reached by which the Universal Company, in effect, had joined this group,—that is to say, the immunities were exchanged back and forth from each, and the licensees of each to the others and the licensees of the others. Thereupon and after some months, existing interferences were settled and patents issued respectively to the formerly contesting parties. The validity of the Dubbs patent in suit was in this way settled as late as 1932; and a patent touching the same subject matter and thought by us to be important was issued to the Texas Company.

Beginning with 1928 and continuing through the next two or three years, The Winkler-Koch Engineering Company installed a number of oil cracking units in different parts of the country. One of them was for the defendant in this case and presents the questions involved in this case. Subsequent to the settlement between the patent-owning parties, about twenty infringement suits against these Winkler-Koch users were commenced in different districts over the country, some by this plaintiff, some by The Gasoline Products Company (representing in part Standard Oil of New Jersey

atents), some by The Standard Oil Co. of Indiana, and ome by The Texas Company. In these cases the four plainiffs have been represented by their respective counsel; but n all of them the defendants have been represented by the ame counsel, inasmuch as The Winkler-Koch construction s involved in all of them.

The foregoing is an explanation of the statement that his case is one of a group. Respective counsel for the repective plaintiffs have recognized this to the extent of rranging that defendant's counsel should be allowed to ake them up in succession, rather than to conflict with ach other. The case brought by The Standard Oil Company f Indiana was taken up for trial at Chicago in April, 1934, nd the several weeks of trial followed by the preparation f briefs and reply briefs took the attention of all counsel lmost continuously until the final argument on July 9th. Preparation for the trial of the Gasoline Products case at anta Fe, N. Mexico, began immediately; that trial began n August 6th and the preparation of briefs and arguments equired continuous attention until this time, and will, until eptember 25th, on which date the final oral argument will e had at Albuquerque.

After the decision of the present case at Wilmington, the erfection of the record for appeal was pursued, as I underand, with diligence. There was a record printed for the rial court of between 3500 to 4000 pages and much detail as been involved in preparing and settling the final narraive and record, including all the proceedings since submision. The time for perfecting and filing the record has been xtended until October 1st and the perfected record, I am nformed, will be filed the last week in September.

Clause 2 of Rule 18 of this court provides that the argument list of cases for a term shall include those cases where he record has been filed 15 days before the first day of the erm. We have been assuming that this case could not be

upon the argument list of the October Term; but two or three days ago we learned that it was No. 147 on that list, and we are now informed that, although the rule does not seem to have been amended, the argument list contains the cases in which appeals have been taken from any court below. I did not know of this method of preparing the trial list nor, as I believe, did the Chicago counsel in general charge of the defense in this group of cases. I assume that our local associate at Wilmington either did not know this practice, or did not have it in mind.

The result is that the apparent necessity for immediate preparation of the brief is unexpected, and to meet that necessity is exceedingly difficult on our part. For these reasons we are anxious that the case should be continued until the next term or session, which I understand begins in January, so that there may be time to prepare a proper brief, while permitting reasonable attention to some other engagements that seem equally pressing. If the court's view of its practice and requirements do not permit this continuance, we ask that the case be set for as late a date as is practicable and that as much time be allowed for our opening brief as the court may think can rightly be permitted.

As to the length of brief: There are two patents sued upon and an unusual amount of collateral matter which seems proper to present,—file wrapper contents, several interferences, etc. It would seem to me that a reasonably concise presentation upon our side of the questions involved would justify 100 pages of "argumentative" matter. Judging by the briefs in the court below, this would be a great achievement in condensation.

As to the oral argument: Two counsel wish to be heard upon each side,—I suppose. Upon our side we would be glad to have some additional time and believe it might be helpful.

Universal Exhibit F

As the Chicago counsel and I are leaving the first of the week for Albuquerque in this other case of the same group, and will not return until October 1st, there is no time to take up these matters with Judge Haight or Mr. Hall and try to reach some arrangement. Accordingly, I am sending a copy of this letter to each of them with the suggestion that they write you their views so that there may perhaps be no need of an oral argument before you or before the court,—nor does it seem that any formal motion need to be made. Whatever disposition of the subject is made we will, of course, comply with the best we can.

My former correspondence seems not now to be of any materiality; but in accordance with the suggestion then made I am sending copies of those four letters herewith to Judge Haight and Mr. Hall.

If the Clerk will send promptly to this office word of any disposition made, the office will advise me by wire.

Sincerely,

(Signed) A. C. DENISON

12-IV

cc-Judge Haight
Mr. Hall

Universal Exhibit 2

March 30, 1939

William F. Hall, Esq.
724 — 9th St., N. W.
Washington, D. C.

Dear Mr. Hall: Re Universal v. Crew-Levick
No. 9287.

In Mr. Thomas' absence, we are enclosing a copy of a letter which has just been received from Mr. Kaufman with its enclosures of the Defendant's Objections to Plaintiff's Interrogatories in the above case and their solicitors' letter to Mr. Kaufman.

Yours very truly,

mk
cc TGH

Universal Exhibit 2

DAVID E. KAUFMAN
Counselor at Law

Morgan S. Kaufman

1421 Chestnut Street, Philadelphia

Rittenhouse 0200

March 29, 1939.

Mr. Charles M. Thomas,
c/o Bacon and Thomas,
Shoreham Building,
15th and H Sts., N. W.,
Washington, D. C.

Re: Universal Oil Products Company, Plaintiff
vs. Crew Levick Company, Defendant

Dear Mr. Thomas:

I am herewith enclosing objections to Plaintiff's motion, etc., and objections to interrogatories, etc.

Very truly yours,

MORGAN S. KAUFMAN

Morgan S. Kaufman

MSK:GCM
Enc.

Universal Exhibit 2

Letterhead of

DAVID E. KAUFMAN
Counselor at Law
1421 Chestnut Street, Philadelphia
Rittenhouse 0200

March 3 1939

Bacon & Thomas, Esqs.,
Shoreham Building,
15th and H Sts., N. W.,
Washington, D. C.

Atten: Charles M. Thomas, Esq.

Dear Mr. Thomas: In re: Universal v. Crew Levick

I presented this morning both Motions to Judge Welsh. Both were signed; there was one change made in the Order on the Motion to require defendant to make complete and responsive answers. In the second line of the second paragraph the word "or" was used instead of "and" so that the order reads as follows:

> "It is further ordered that the full and complete answers to these Interrogatories or any of them, or any objections to fully and completely, &c."

I gave the Clerk copies to send to the opposing counsel.

Very truly yours,

Morgan Kaufman
Nsw

NSW/G

Universal Exhibit 2

March 2, 1939

Mr. David E. Kaufman,
1421 Chestnut Street,
Philadelphia, Pa.

Re: Universal v. Crew Levick

Dear Mr. Kaufman:

I have signed and am returning herewith Plaintiff's interrogatories in the above entitled cause. It is my understanding that you will present the Motion which you now have and the interrogatories to the court at the same time.

Yours very truly,

CMT. .S

Universal Exhibit 2

DAVID E. KAUFMAN
Counselor at Law

1421 Chestnut Street, Philadelphia

Rittenhouse 0200

March 1, 1939

Bacon & Thomas, Esqs.,
Shoreham Building,
15th and H Sts., N. W.,
Washington, D. C.

Atten: Charles M. Thomas, Esq.

Dear Mr. Thomas: In re: Universal v. Crew Levick

I received your letter enclosing the two Motions. One of them was signed by you and Judge Haight, but the other was not. I am returning the unsigned one to you and as soon as you have signed it will you send it back to me so that I may present both Motions at the same time.

Very truly yours,

Morgan Kaufman
Nsw

MSK/G

Universal Exhibit 2

Feb. 24, 1939

Mr. Morgan S. Kaufman, Esq.,
1421 Chestnut Street,
Philadelphia, Pa.

Re: Universal v. Crew Levick

Dear Mr. Kaufman:

I am enclosing herewith a Motion to Require Defendant to Make Complete and Responsive Answer to Certain Interrogatories heretofore propounded in this case and which Defendant was directed to answer by this court with an order granting leave to file this Motion. The answers filed are evasive and incomplete and do not fully and fairly comply with the order of the court. We feel that the court will appreciate the evasive character of the answers and on this Motion will compel Defendant to comply with its original order.

I am also enclosing certain additional interrogatories with an order granting leave to file them. They are but four in number and each is believed to be relevant material to Plaintiff's case.

Will you please have the court sign the attached orders and see that the documents are filed and properly served upon the Defendant.

Very truly yours,

CMT. S

Universal Exhibit 2

Letterhead of

S. W. STRAUS INVESTING CORPORATION

and

S. W. STRAUS & CO.

INCORPORATED

565 Fifth Avenue at Forty-Sixth Street

NEW YORK

Wickersham 2-0054

August 17, 1937.

Mr. Charles M. Thomas,
Shoreham Building,
15th and H Sts. N. W.,
Washington, D. C.

Re: Universal v. Crew Levick

Dear Mr. Thomas:

I am herewith enclosing copy of Defendant's Answer to Plaintiff's Interrogatories which was mailed to me today.

Very truly yours,

MORGAN S. KAUFMAN

Morgan S. Kaufman

MSK:GCM
Enc.

Universal Exhibit 2

August 13, 1937.

Mr. Morgan S. Kaufman
S. W. Straus Investing Corp.
565 Fifth Avenue
New York, N. Y.

Re: Universal v. Crew Levick

Dear Mr. Kaufman:

This will acknowledge receipt of your letter of August 12th in respect to the above entitled case. Mr. Charles Thomas is at present in Europe and will not return to the office until August 30th.

Very truly yours,

pb

Universal Exhibit 2

Letterhead of

S. W. STRAUS INVESTING CORPORATION

and

S. W. STRAUS & CO.

INCORPORATED

565 Fifth Avenue at Forty-Sixth Street

NEW YORK

Wickersham 2-0054

August 12, 1937

Mr. Charles M. Thomas
c/o Bacon & Thomas
Shoreham Building
15th & H Streets N. W.
Washington, D. C.

Re: Universal vs. Crew Levick

Dear Mr. Thomas:

I was in Philadelphia the other day and learned that the Judge who made the order is on his vacation and will not return until after Labor Day. Judge Welsh will not return until some time next week or the week following.

If you think that the time for the bill of particulars will inconvenience us, I will try to have Judge Welsh fix the date so that the bill of particulars will be due at the same time allowed for the interrogatories.

Very truly yours,

MORGAN S. KAUFMAN

Morgan S. Kaufman

MSK:CG

Universal Exhibit 2

July 30, 1937.

Mr. David E. Kaufman,
1421 Chestnut St.,
Philadelphia, Penna.

Dear Mr. Kaufman:

Re: Universal vs. Crew Levick.

I acknowledge receipt of your letter of the 26th instant.

All we asked for under our motion for a Bill of Particulars was a statement of all conveyances or agreements or assignments on which the Defendant would rely to support this allegation that prior to July 26, 1917 the invention of the patent in suit was the property of the Standard Asphalt & Rubber Company. If they have any such conveyance or agreement and it has been reduced to writing they should furnish copies of them.

There is no reason why they could not give the above information within ten days. Will you please try to have the order changed so the Bill of Particulars will be due at the same time the answers to the interrogatories are due?

Very truly yours,

hw.

Dictated by Mr. Hall.

Universal Exhibit 2

July 15, 1937.

Mr. Morgan S. Kaufman
S. W. Straus Investing Corp.
565 Fifth Avenue

New York, N. Y.

Re: Universal v. Crew Levick

Dear Mr. Kaufman:

I am in receipt of your letter of the 14th enclosing a letter received by you from counsel for the defendant in the above entitled case.

Ordinarily the court gives a defendant ten days to answer interrogatories or furnish a bill of particulars. This time is quite frequently extended by stipulation of counsel where the information sought is difficult to collect.

In the present case if is suggested that you state to the court by memorandum or otherwise that defendant's time for furnishing the bill of particulars and answers to the interrogatories should not be more than twenty days. This, together with the time the defendant has already had since Judge Welsh's decision on the motions, should be sufficient. Neither Judge Haight nor I care to have the matter drag indefinitely.

Very truly yours,

CMT/pb

Universal Exhibit 2

Letterhead of

S. W. STRAUS INVESTING CORPORATION

and

S. W. STRAUS & CO.

INCORPORATED

565 Fifth Avenue at Forty-Sixth Street

NEW YORK

Wickersham 2-0054

July 14, 1937.

Mr. Charles M. Thomas,
Shoreham Building,
Washington, D. C.

Dear Mr. Thomas:

I am herewith enclosing letter received from MacCoy, Brittain, Evans & Lewis, in re Universal Oil Products Co. vs. Crew Levick Co.

Very truly yours,

MORGAN S. KAUFMAN

Morgan S. Kaufman

MSK:GCM

Universal Exhibit 2

Letterhead of

LAW OFFICES

MACCOY, BRITTAIN, EVANS & LEWIS

1000 Provident Trust Bldg.

PHILADELPHIA

July 10, 1937.

In re: Universal Oil Products Co. vs. Crew Levick Co.

Morgan S. Kaufman, Esq.
Morris Building
Philadelphia, Pa.

Dear Sir:

Inasmuch as the order of the court in the above matter, overruling defendant's objections to plaintiff's motion for a bill of particulars, failed to specify any period of time for filing the respective pleadings, in order to avoid any question of default on the part of the defendant, we intend to ask the court to fix a specified time for filing. This request will be made Wednesday morning, July 14th, at the call of the motion list before Judge Kirkpatrick.

Yours very truly,

MACCOY, BRITTAIN, EVANS & LEWIS.

CMH:J

Universal Exhibit 2

DAVID E. KAUFMAN
Counselor at Law

Morgan S. Kaufman

1421 CHESTNUT STREET, PHILADELPHIA

RITTENHOUSE 0200

Mr. Charles M. Thomas
Shoreham Building
Washington, D. C.

January 4, 1936

Dear Mr. Thomas:

In re: Universal Oil Co. v. Crew-Levick Co.

I talked to the Clerk of the United States District Court at Philadelphia this afternoon in re the above case which was to be argued on the 8th and it has been continued over the term. It will not be necessary for you to arrange anything for Friday of this week.

Very truly yours,

MORGAN S. KAUFMAN
m
Morgan S. Kaufman

MSK:AM

Special Delivery

Universal Exhibit 2

DAVID E. KAUFMAN
Counselor at Law

Morgan S. Kaufman

1421 CHESTNUT STREET, PHILADELPHIA

RITTENHOUSE 0200

January 4, 1937.

Mr. Charles M. Thomas,
Shoreham Building,
15th and H Streets, N. W.,
Washington, D. C.

Re: Universal Oil Products Company vs. Crew Levick Company
In Equity No. 9287.

Dear Mr. Thomas:

I am herewith enclosing notice from the Clerk of the United States District Court at Philadelphia that the hearing has been fixed for Friday, January 8th. I am leaving this morning for Philadelphia and will try to have the matter continued for some future time. Will notify you, however, within a day or two from my Philadelphia office.

Very truly yours,

MORGAN S. KAUFMAN
m
Morgan S. Kaufman

MSK:GCM
Enc.

Universal Exhibit 2

CLERK'S OFFICE

DISTRICT COURT UNITED STATES

EASTERN DISTRICT OF PA.

PHILA.

Dec. 30, 1936

Re:

Universal Oil Prod. Co. — No. 9287

v. — Sur: Obj. to plaintiff's interrogatories

Crew Levick Co.

Dear Sir:.

I beg to advise you that the hearing in the above entitled case has been fixed for Friday, January 8th 1937, at 10 o'clock A. M. Before Judge Maris

Please acknowledge receipt, and oblige.

Very truly yours,

GEORGE BRODBECK,
Clerk.

By: LEO A. LILLY
Leo A. Lilly
Deputy Clerk.

To: M. S. Kaufman, Esq.

Where testimony in a trial or hearing before the Court is to be reported stenographically, the parties are expected to arrange for the required stenographic service.

Universal Exhibit 2

DAVID E. KAUFMAN
Counselor at Law

Morgan S. Kaufman

1421 CHESTNUT STREET, PHILADELPHIA

RITTENHOUSE 0200

December 4, 1936.

Mr. Charles M. Thomas,
Shoreham Building,
15th and H Sts., N.W.,
Washington, D. C.

Re: Universal Oil Products Company, vs. Crew-Levick Company,
In Equity No. 9287.

Dear Mr. Thomas:

I have taken this matter up with the clerk of the United States District Court at Philadelphia and have arranged that when this case is again placed on the argument list that it will be postponed until such time that the motions which you have in mind will be disposed of in Wilmington.

If you will notify me as soon as you receive any further notice in connection with this matter, I will take care of it.

I saw Judge Haight yesterday and explained the matter to him.

Very truly yours,

Morgan S. Kaufman
MORGAN S. KAUFMAN

MSK:GCM

Universal Exhibit 2

DAVID E. KAUFMAN
Counselor at Law

Morgan S. Kaufman

1421 CHESTNUT STREET, PHILADELPHIA

RITTENHOUSE 0200

December 1, 1936.

Mr. Charles M. Thomas,
Shoreham Building,
15th and H Streets, N.W.,
Washington, D. C.

Re: Universal Oil Products Company vs. Crew Levick Company
In Equity No. 9287

Dear Mr. Thomas:

I have your letter of the 25th ultimo. I will find out the date on the argument list and try to postpone the argument in the case.

Will advise you of the results.

Very truly yours,

MORGAN S. KAUFMAN
Morgan S. Kaufman

MSK:GCM

Universal Exhibit 2

November 25, 1936.

Mr. Morgan S. Kaufman,
1421 Chestnut Street,
Philadelphia, Penna.

Re: Universal Oil Products Company, vs. Crew-Levick Company,
In Equity No. 9287.

Dear Mr. Kaufman:—

I have your letter of the 23rd enclosing Defendant's objections to the interrogatories and an order placing the case on the argument list. We have awaiting argument in the District Court at Wilmington, in the case of Universal Oil Products Company vs. Empire, substantially the same interrogatories and the same motion for a Bill of Particulars as pending in this case.

We would prefer to present our motion for a Bill of Particulars and oppose Defendant's objections to the interrogatories in the Wilmington case because of certain decisions of that Court which are decidedly pertinent. I have noted that the present case has been placed on the argument list and would like to know about when it will be reached for argument and, if we desire, can we have the argument postponed to enable us to have the motions disposed of in the Wilmington case first.

Very truly yours,

CMT:mrb

Universal Exhibit 2

1421 CHESTNUT STREET, PHILADELPHIA

RITTENHOUSE 0200

DAVID E. KAUFMAN
Counselor at Law

Morgan S. Kaufman

November 23, 1936.

Mr. Charles M. Thomas,
Shoreham Building,
15th and H Streets, N.W.,
Washington, D. C.

Dear Mr. Thomas:

I am herewith enclosing copy of a letter together with objections to interrogatories, and order placing the case on the argument list.

Very truly yours,

MORGAN S. KAUFMAN
Morgan S. Kaufman

MSK:GCM
Encs.

Universal Exhibit 2

Letterhead of

MACCOY, BRITTAIN, EVANS & LEWIS
1000 Provident Trust Bldg.
PHILADELPHIA

November 18, 1936

In re: Universal Oil Products Co. vs. Crew Levick Company

Morris Kaufman, Esq.
1421 Chestnut Street
Philadelphia, Pa.

Dear Mr. Kaufman:

Enclosed is a copy of defendant's objections to plaintiff's interrogatories filed November 17, 1936 with the Court.

This matter has been ordered upon the argument list and will be duly heard.

Very truly yours,

MACCOY, BRITTAIN, EVANS & LEWIS

WLM:J
enc.

Universal Exhibit 2

October 21, 1936.

Mr. David E. Kaufman,
1421 Chestnut Street,
Philadelphia, Penna.

Dear Mr. Kaufman:

Re: Universal Oil Products Co. vs. Crew Levick Company.

Referring to your letter of the 17th instant, our Mr. Charles M. Thomas is absent from the city, but I have communicated the contents of your letter to him. He has instructed me to advise you to grant Crew Levick the extension desired.

Very truly yours,

hw.

Universal Exhibit 2

RCA RADIOGRAM

Oct. 20, 1936

Mr. Charles M. Thomas,
St. Francis Hotel,
San Francisco, California.

Kaufman states thirty day extension to complete answers to interrogatories requested Universal versus Crew Levick stop Advise stop Received Universal check Business good

Bonnie

Charge to
C. M. Thomas.

Universal Exhibit 2

DAVID E. KAUFMAN
Counselor at Law

Morgan S. Kaufman

1421 CHESTNUT STREET, PHILADELPHIA

RITTENHOUSE 0200

October 17, 1936.

Mr. Charles M. Thomas,
Shoreham Building,
15th and H Streets, N. W.,
Washington, D. C.

Dear Mr. Thomas:

I am herewith enclosing a letter this day received from MacCoy, Brittain, Evans & Lewis, Philadelphia, requesting an extension of thirty days to complete their answers to the Interrogatories.

Kindly advise me what your pleasure is in the premises.

Very truly yours,

MORGAN S. KAUFMAN
Morgan S. Kaufman

MSK:GCM
Enc.

Universal Exhibit 2

Letterhead of

MACCOY, BRITTAIN, EVANS & LEWIS
1000 Provident Trust Bldg.
PHILADELPHIA

In re: Universal Oil Products vs. Crew Levick Co.

Morgan S. Kaufman, Esq.
1101 Morris Building
Philadelphia, Pa.

Dear Mr. Kaufman:

We have a letter this morning from our New York correspondents saying that it will be impossible for them to complete the answers to interrogatories before October 16th, 1936 as set forth in the order. They have therefore asked us to request an extension of thirty days within which to file these answers, and we will appreciate it very much if you will agree to such an extension.

Yours very truly,

MACCOY, BRITTAIN, EVANS & LEWIS

WLM:J

Universal Exhibit 2

Letterhead of

WALL, HAIGHT, CAREY & HARTPENCE
Counsellors at Law
15 Exchange Place, Jersey City, N. J.

September 25, 1936

Universal v. Crew-Levick
Universal v. Empire

Dear Charlie:

I have your letter of the 24th enclosing copies of interrogatories which you state you have filed in the above cases.

I note that you have asked Judge Morris to have the defendant's objections to the interrogatories, if any are filed, set for argument with our pending motion for a bill of particulars. I take it that you have not asked Mr. Kaufman to take a similar action because of your decision to bring on the matter of the bill of particulars and objections to the interrogatories in Delaware in the first instance.

Sincerely yours,

T. G. HAIGHT

Mr. Charles M. Thomas,
Shoreham Building,
Washington, D. C.

Universal Exhibit 2

September 24, 1936.

Mr. Morgan S. Kaufman,
1101 Morris Bldg.,
Philadelphia, Penna.

Dear Mr. Kaufman:—

Re: Universal Oil Products Company vs. Crew-Levick Company.

I am enclosing herewith interrogatories I desire you to file in the above entitled case. Inasmuch as our time for filing interrogatories has expired, it will be necessary that the Court approve the order granting leave to file these interrogatories.

Will you please see that the order is signed, and the interrogatories filed with proper service on counsel for the Defendant?

Very truly yours,

CMT:mrb
Encl.

Universal Exhibit 2

Letterhead of

S. W. STRAUS & CO.
INCORPORATED
(DELAWARE)

565 Fifth Avenue at Forty-Sixth Street
NEW YORK

MORGAN S. KAUFMAN,
LAMBERT J. FOULK,
RECEIVERS

TELEPHONE
WICKERSHAM 2-0054

August 5, 1936.

Mr. Charles M. Thomas,
Shoreham Building,
15th and H Sts., N. W.,
Washington, D. C.

Dear Mr. Thomas:

I am herewith enclosing Defendant's Objections to Plaintiff's Motion for Bill of Particulars, together with copy of their letter.

Very truly yours,

MORGAN S. KAUFMAN
Morgan S. Kaufman

MSK:GCM
Enclosures

Universal Exhibit 2

COPY

Letterhead of

MACCOY, BRITTAIN, EVANS & LEWIS

1000 Provident Trust Bldg.

PHILADELPHIA

July 23, 1936.

Morgan S. Kaufman, Esq.
1101 Morris Building,
Philadelphia, Pa.

Re: Universal Oil Products Co. vs. Crew Levick Company.

Dear Mr. Kaufman:

Enclosed you will find a copy of defendant's objection to plaintiff's motion for bill of particulars filed today in the District Court.

Yours very truly,

MACCOY, BRITTAIN, EVANS & LEWIS

CMH:GCS
Enclosure

Universal Exhibit 2

August 25, 1936.

Mr. Morgan S. Kaufman,
1101 Morris Building,
Philadelphia, Pennsylvania.
Dear Mr. Kaufman:—

Re: Universal Oil Products Co. vs. Crew Levick Company.

I acknowledge receipt of your letter of the 12th instant enclosing Defendant's objections to our motion for bill of particulars.

We filed the same motion against the Empire Refining Company which is controlled by the same interest as this defendant in Delaware. The Court set the motion for hearing during the early part of September. I suggest, therefore, that nothing be done to bring defendant's objections on for hearing in this case until after we have received a decision in the Delaware case.

Very truly yours,

CMT:mrb.

Universal Exhibit 2

Letterhead of

S. W. STRAUS & CO.
INCORPORATED

565 Fifth Avenue at Forty-Sixth Street

NEW YORK

August 12, 1936.

Mr. Charles M. Thomas,
Shoreham Building,
15th and H Sts., N. W.,
Washington, D. C.

Re: Universal Oil Products Co. vs. Crew Levick Company

Dear Mr. Thomas:

Through inadvertence I mailed you a copy of a copy which was served on me. I intended to mail you the original copy and am, therefore, enclosing it.

Very truly yours,

MORGAN S. KAUFMAN
Morgan S. Kaufman

MSK GCM
Enclosure

Universal Exhibit 2

Letterhead of

MACCOY, BRITTAIN, EVANS & LEWIS
1000 Provident Trust Bldg.
PHILADELPHIA

July 23, 1936.

Morgan S. Kaufman, Esq.
1101 Morris Building
Philadelphia, Pa.

Re: Universal Oil Products Co. vs. Crew Levick Company

Dear Mr. Kaufman:

Enclosed you will find a copy of defendant's objections to plaintiff's motion for bill of particulars filed today in the District Court.

Yours very truly,

MACCOY, BRITTAIN, EVANS & LEWIS

CMH:RCS
Enclosure

Universal Exhibit 2

DAVID E. KAUFMAN
Counselor at Law

Morgan S. Kaufman

1421 CHESTNUT STREET, PHILADELPHIA

RITTENHOUSE 0200

July 16, 1936

Mr. Charles M. Thomas
c/o Bacon & Thomas, Attorneys at Law
Shoreham Building
Washington, D. C.

Re: Universal Oil Products Company
—vs—
Crew-Levick Company #9287

Dear Mr. Thomas:

I have your letter of recent date in the above matter, together with the Petition and Order.

I have had Judge Maris sign the Order and have had a certified copy served on Messrs. MacCoy, Brittain, Evans & Lewis, Provident Trust Building, Philadelphia.

I have made the necessary corrections as per your letter of the 13th instant.

Very truly yours,

MORGAN S. KAUFMAN

MSK:AM
Enclosure

Universal Exhibit 2

Mr. Morgan S. Kaufman,
1421 Chestnut Street,
Philadelphia, Pennsylvania.

July 13, 1936.

Dear Mr. Kaufman:—

Re: Universal Oil Products Company
— vs —
Crew-Levick Company #9287

It has just come to my attention that in particular No. 3 of the motion for bill of particulars sent you July 7th for filing the word "mesne" has been incorrectly spelled as "means." Will you please correct this for me? I assume the correction can be made on the original copy now filed with the Court.

Very truly yours,

CMT:mrb

July 7, 1936

Mr. Morgan S. Kaufman,
1421 Chestnut Street,
Philadelphia, Pa.

Re: U. O. P. v. Crew Levick

Dear Mr. Kaufman:

I am enclosing herewith a motion for Bill of Particulars in the above-entitled case.

I have attached the conventional order which it will be necessary for the court to sign, since the time for filing the motion under the equity rules has expired.

Please see that the motion is duly filed and copy served upon the Defendant. I am filing a similar motion in the Empire case in Delaware, and shall probably set that motion for argument, if objections are filed by Defendant, in the very near future.

Very truly yours,

CMT:h
Encls.

Universal Exhibit 2

Letterhead of

WALL, HAIGHT, CAREY & HARTPENCE
Counsellors at Law
15 Exchange Place, Jersey City, N. J.

July 3, 1936

Universal v. Crew-Levick
Universal v. Empire

Dear Mr. Thomas:

Your letter of July 1st in the above matter has been received during Judge Haight's absence from the office.

Mr. Kaufman's address in Philadelphia is 1421 Chestnut Street.

Sincerely yours,

MARGUERITE H. ASSELIN
Secretary to Judge Haight.

Mr. Charles M. Thomas,
Shoreham Building,
Washington, D. C.

Universal Exhibit 2

July 1, 1936

Judge T. G. Haight,
15 Exchange Place,
Jersey City, J. J.

Dear Judge Haight:

In cooperation with Hall I have prepared a Bill of Particulars in the case of Universal v. Crew-Levick, as well as in the Empire case pending in Delaware.

Will you please let me have Mr. Kaufman's address, whom I assume is acting as our local counsel in the Philadelphia suit, in order that the papers may be transmitted to him for filing.

Very truly yours,

CMT:h

Universal Exhibit 2

DAVID E. KAUFMAN
COUNSELOR AT LAW

MORGAN S. KAUFMAN

1428 CHESTNUT STREET, PHILADELPHIA
KINGSHOUSE 0000

July 26, 1957.

Mr. Charles W. Thomas,
c/o Bacon & Thomas,
Shoreham Building,
15th and H Sts., N.W.,
Washington, D. C.

BACON & THOMAS
REC'D JUL 27 1957

Re: Universal v. Cren Levick

Dear Mr. Thomas:

I am herewith enclosing copy of the Order made on July 15th.

If you believe that the time given the Defendants to file answer to the Plaintiff's Interrogatories as well as the Bill of Particulars is too long, I wish you would advise me and I will appear before the Judge and ask him to cut the time short.

Very truly yours,

Morgan S. Kaufman

MSK:G
Enc.

Universal Exhibit 2.

Letterhead of

WALL, HAIGHT, CAREY & HARTPENCE
Counsellors at Law,
15 Exchange Place, Jersey City, N. J.

January 29, 1936

Universal Oil Products Co. v. Crew-Levick Co.

Dear Charlie:

I acknowledge receipt of your letter of the 24th enclosing original and copy of the bill of complaint in the above matter. You did not have it signed by counsel, but I have had Hall's, your name and mine signed. I will send a copy of the bill of complaint to the Clerk of the Court for the Eastern District with a request that he have it served at the time that the subpoena is served. Will you send me another copy for my files?

In order to make your office copy of the bill complete, the word "By" under the name of Universal is followed by "Morgan S. Kaufman, Solicitor for Plaintiff", and counsel's names are yours, Hall's and mine.

Sincerely yours,

T. G. HAIGHT

Mr. Charles M. Thomas,
Shoreham Building,
Washington, D. C.

Universal Exhibit 3

Universal Oil Products Company

Time spent in Chicago going over various matters relative to suits and interferences with Gary; left in afternoon of May 4th for Washington—1½ days.

F. L. Belknap—May 2, 3, 4, 1932

Universal Oil Products Company

Time spent in Washington re Winkler-Koch suit with Messrs. Hall, Thomas, Burns, Gary, Alexander, Lewis and witnesses relative to proofs in Root case, several long distance telephonic interviews with Judge Haight; also time spent re various interference matters with Thomas and Burns, and conferences re questions on appeal. Two long distance telephonic interviews with Gary in New York and Dubbs in Chicago on Lincoln Clark matter.

3 days.

F. L. Belknap—May 5, 6, 7, 8, 9, 10, 1932—Washington

Raybestos-Manhattan, Inc.

Time spent with Gary and Thomas re Bloehm matter 1½ hrs.

F. L. Belknap—May 7, 8, 9, 1932—Washington

Universal Exhibit 3

Universal Oil Products Company

To time spent in Chicago conferences with Mr. Gary going over various matters; left for Washington, D. C., conferences there with Messrs. Hall, Thomas and Burns, particularly Winkler-Koch suits, also conferences at Mr. Hall's office and work with Messrs. Lewis, Hall, Thomas and Burns; time spent in trip to New York, conference with Judge Haight at his home, and conference with Mr. Halle, later conferences with Messrs. Hall, Haight, Thomas, Halle, Behrens and Seguy, largely re Winkler-Koch suits; also attending meeting of representatives of various companies interested in Universal; return to Washington, further time spent with Messrs. Thomas, Hall, Seguy and Burns re preparation of Winkler-Koch suits, talk with various prospective witnesses; left again for New York; long distance telephonic interview with Mr. Dearborn from Washington, and conference with Mr. Dearborn in New York re Sinclair situation and also re Winkler-Koch case; also conference with Messrs. Halle and Behrens (May 25th and 26th)

Chicago to Washington to 13 days

F. L. Belknap—New York—Washington—May 2nd to 26th, 1932—

Unopco

Conference with Mr. Jefferson in the morning and half day spent with Messrs. Hardy and Macauley.

no charge

F. L. Belknap—May 20 and 21, 1932—Washington.

Universal Oil Products Company

Long distance telephone call to Mr. Dearborn at New York, conference re witnesses in Root case with Hall, Thomas and Seguy.

F. L. Belknap—May 23, 1932—Washington

Universal Exhibit 3

May 23rd to 26th, 1932

See Mr. Belknap's Universal statement dated June 6th, 1932, for balance of entries for these days.

F. L. Belknap—May 23 to 26, 1932—

Universal Oil Products Company

Time spent in my Chicago office re your various matters connected with interferences, applications, foreign patents, time spent in New York City in conference with Messrs. Halle, Pyzel and Behrens, also Mr. Scholvin; time spent studying detailed report furnished me by Messrs. Seguy and Thomas on Root case relative to conference preparatory to trial; time spent studying reports relative to infringement; conferences at Atlantic City with Messrs. Thomas, Hall, Seguy and Burrell, later conference with Messrs. Weber, McAdams, Lewis, Seguy, Burrell, Wiles, Thomas and Hall, and conference with Messrs. Halle, Whitney and Judge Haight, Thomas and Hall, re same; conferences with Messrs. Hall and Seguy just before their leaving for Wilmington; time spent with Messrs. Halle, Thomas, Weisman and Scholvin re Uhde hydrogenation matter; to detailed extended long distance telephone conferences with Messrs. Hall and Thomas re progress of Wilmington case; conference in Atlantic City with Mr. Thomas at end of first week of trial; time spent reading testimony taken

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to date; extended long distance telephonic conference with Judge Haight re Root case; short time in New York city with Messrs. Halle and Behrens; time spent in Chicago (June 29th and 30th) with Gary of my office re foreign patents and particularly re Uhde matter, and conference with Messrs. Alther, Egloff, Morrell, Ipatieff, von Grosse, Tropsch, and Gary re Uhde; time spent digesting extended report re Sinclair Company.

Charge (15 days)

F. L. Belknap, New York, Atlantic City and Chicago.
June 1st to July 1st, 1932.

Universal Exhibit 3

Universal Oil Products Company

Time spent at Chicago re: your matters. ⅓ day

F. L. Belknap—July 1st, 1932.

Universal Oil Products Company

Time spent in conference, New York office, with Messrs. Halle and Behrens re Uhde, and other matters.

Long distance telephonic interview with Charles Thomas at Washington. ½ day

F. L. Belknap—July 6th, 1932. New York.

Universal Oil Products Company

Time spent at conference at Dearborn's office and with representative of Drury Cooper's office, re settlement of Warner-Quinlan appeal.

Latter time spent with Gary re various matters. Telephonic interview with Behrens. Long distance telephonic interview with Thomas at Wilmington. ½ day

F. L. Belknap—July 7th, 1932. New York.

Universal Oil Products Company

Time spent with Gary re various matters.
Also to approving Stipulation in Warner-Quinlan appeal.
Letter to Judge Haight.
Long distance telephonic interview with Thomas.
Time spent with Gary re Foreign matter of Dr. Mond.
½ day

F. L. Belknap—July 8th, 1932. New York.

Universal Exhibit 3

Universal Oil Products Company

Time spent in Nauheim, Germany, going over extended reports from Uhde relative to American patent situation; going over in detail translations of all of his various pending German applications; to extended reports to Uhde outlining detail of various questions and asking for information relative thereto; to reports to your New York office; conference with Mr. Scholvein at Nauheim going over most of these matters in detail, and further extended letters to Uhde in view of conference with Mr. Scholvein; to time spent in Dortmund first in conference with Messrs. Uhde, Scholvein, Gasstein, Phirrman and Mond; later extended conferences with above gentlemen and Messrs. Michaelis, Kalk, Henny, Leffer, Thomas, Edeleanu, Freytag and Androu; time spent in personal examination of plant in detail with Messrs. Scholvein and Thomas, later attending demonstration of plant in operation with all of the above parties and conference with our own people; extended report to Mr. Halle from Paris and also to Dr. Mond and Dr. Henny; time spent in London with Dr. Mond re Uhde matter, also conference with Dr. Henny re same; time spent in London with Dr. Mond re various oppositions, and foreign applications being handled by him.

13 days.

F. L. Belknap—Europe—August 15th to September 24th, 1932.

Universal Oil Products Company

To time spent in New York, conferences with Mr. Halle and Mr. Behrens, also various conferences with Mr. Gary, conference with Judge Haight in New York, conferences in Washington with Messrs. Hall, Thomas, Seguy, Burns, Francis Thomas re Winkler-Koch suit matters, pending interferences, oppositions, Uhde matter, pending applications.

6½ days.....

F. L. Belknap—September 30th to October 8, 1932 New York and Washington.

Expenses in New York and Washington, including railroad, hotel and personal $172.00

Universal Exhibit 3

Universal Oil Products Company

Time spent in Chicago re various interference and suit matters 1½ days.

Railroad fare Chicago to New York $72.00

F. L. Belknap—Chicago—October 12, 13, 14, 1932.

Universal Oil Products Company

Time spent in New York going over various interference papers and other records from Washington; particularly re Humphrey interference; recently issued Cross patents; conference with Mr. Halle, Mr. Behrens, Mr. Borden re Doherty matters; Messrs. Whitney, Dwight and Behrens; telephonic conferences with Mr. Hall of Washington; time spent going over sundry papers from Washington and from Chicago New York;

3 days $450.00

F. L. Belknap—October 15 to 19, 1932.

Unopco Corporation

Time spent going over accounting papers with Mr. Kingsland, settlement of differences of policy between him and Mr. Hall;

½ day $75.00

F. L. Belknap—October 15 to 19, 1932.

Universal Oil Products Company

Time spent in New York and Washington re Winkler-Koch suit matters, also trip to Wilmington, Delaware (Oct. 25th) and conference with Judge Morris re possibility of getting additional time because of Judge Haight's illness, conferences with Messrs. Hall and Thomas, also Judge Morris;

3 days $450.00

F. L. Belknap—Oct. 21, 22, 24, 25, 26, 1932.

Universal Exhibit 3

Unopex Corporation

Afternoon and entire evening spent with Holmes Hall, trying to settle his claim re Kansas City suit.

Expenses involved.....$78.50

F. L. Belknap—October 24, 1932.

Universal Oil Products Company

No entries for these days. Time spent motoring to Amsterdam, N. Y.

F. L. Belknap—October 28, 29, 30, 31, 1932.

Universal Oil Products Company

Conference with Messrs. Egloff, Seguy and Gary re Wulff California patent situation, and also with attorneys Corbin of the British-American Oil Company, conference with Mr. Kingsland and Mr. Seguy, time spent attending testimony in Coast v. Dubbs interference, also interview with Mr. Borden re settlement of Universal interests, and time spent with Gary re preparing new notice of infringement to be sent to Mr. Borden, and time spent in office re foreign oppositions.

1 day.

F. L. Belknap—Chicago—November 1, 1932.

Universal Oil Products Company

Conference with Dr. Egloff and others in your office.

2 hrs.

F. L. Belknap—Chicago—Nov. 2, 1932—left for New York at 10:30 A.M.

Universal Exhibit 3

Universal Oil Products Company

Conference at your New York office with Messrs. Halle, Behrens, later conference with Messrs. Dwight, Whitney, Van Eck, Airey, Halle, Behrens and others.

F. L. Belknap—New York—November 3 and 4, 1932—

November 4 to 26, 1932—Ill in New York.

November 26, 1932—Stroke

May 10, 1933—Passed away.

Universal Exhibit 4

Letterhead of

FRANK L. BELKNAP
1276 First National Bank Building
CHICAGO

Washington, D. C.
May 10, 1932.

Miss Marie Lagerstadt,
First Natl. Bank Bldg.,
Chicago, Illinois.

Dear Marie:

Please note my entries as follows:

May 2, 3 and 4: Universal Oil Products Co., time spent in Chicago going over various matters relative to suits and interferences with Lee Gary; left in the afternoon of May 4th for Washington, D. C.—1½ days.

May 5, 6, 7, 8, 9 and 10: Universal, time spent in Washington re Winkler-Koch suit with Hall, Thomas, Burns, Gary, Alexander, Lewis and witnesses relative to proofs in Root case, several long distance telephonic interviews with Judge Haight, also time spent re various interference matters with Thomas and Burns and conferences re questions on appeal—3 days.

May 7, 8 and 9: Raybestos, time spent with Messrs. Gary and Thomas re Bloehm matter—1½ hours.

May 7, Acme Company, conferences with Gary re suit matters—½ hour.

I wish you would send me immediately a new Central Trust check book, together with a folding cover for it. I am returning herewith sundry papers you sent me relative to the income tax, which I did not use.

Very truly yours,

F. L. BELKNAP

FLB:FJK
Encls.

Universal Exhibit 4

Letterhead of

FRANK L. BELKNAP
1276 First National Bank Building
CHICAGO

Washington, D. C.
May 10, 1932.

Miss Marie V. Lagerstadt,
First Natl. Bank Bldg.,
Chicago, Illinois.

Dear Marie:

I am returning herewith the telephone bill which I assume is all right. However, I want you to see Mr. Seguy and ask him to please tell you what these calls are for, so that they may be properly charged.

Please also add to the entries enclosed herewith on May 10th, Lincoln Clark matter, two long distance telephonic interviews with Gary in New York and also talk with C. P. Dubbs. Gary put in one call and the one I made was from Hall's office so there is no expense charge.

Very truly yours,

F. L. BELKNAP

FLB:FJK
Encl.

Universal Exhibit 4

Letterhead of

THE WALDORF-ASTORIA
NEW YORK

October 19, 1932

Miss M. Lagenstadt,
1276 First National Bank Building,
Chicago, Illinois.

Dear Marie:

Returning sundry papers. I only kept the total amount of the Rustles bill. I have not seen Tuttle yet but I am doubtful of my getting anywhere but will try to settle it on some basis.

Please note on my entries for Universal as follows:

October 15 to 19 Time spent in New York voing over various interference papers and other records from Washington; particularly re Humphrey interference; recently issued Cross patents; conference with Mr. Halle, Mr. Behrens, Mr. Borden re Doherty matters; Messrs. Whitney, Dwight and Behrens; telephonic conferences with Paul of Washington.

Time spent going over sundry papers from Washington and from Chicago to time—3 days.

For Unopco Time spent going over accounting papers with Mr. Kingsland. Settlement of differences of policy between him and Mr. Hall—½ day.

I will give you the expenses when I come to Chicago. It is my plan to reach Chicago on November 1st, stopping October 31st in Detroit. Please notify Stevenson so I can have a fitting.

Universal Exhibit 4

I am paying Grand Central automobile bill from here. You will note enclosed receipted bill from Drake.

I return herewith the correspondence from Clarke. Please write him as to the accounting policies, that it will have to await my coming to California as I cannot fill out the blanks he sent me In the meantime, please let me know just the accident policies I have left that are unexpired.

I am returning the Rustles Iron bills except Lee's letter; also the pamphlet on the Revenue Act. I think this is part of our office files and, if so, I would like another copy put on my desk.

I may go down to Washington for a few days next week but, if so, will let you know.

Yours very truly,

F. L. BELKNAP

Universal Exhibit 4

Letterhead of
FRANK L. BELKNAP
1276 First National Bank Building
CHICAGO

Washington, D. C., October 26th, 1932.

Dear Marie:—

Please note under my entries, the following:—

Unopco. October 21th. Afternoon and entire evening spent with Holmes Hall trying to settle his claim, re. Kansas City suit. To expenses incurred, $78.50.

~~Universal. October 21, 22, 24, 25, 26th. Time spent New York and Washington re. Winkler-Koch suit matters; also trip to Wilmington, Delaware (Oct. 25th) and conference with Judge Morris re. possibility getting additional time because of Judge Haight's illness. Conference with Hall and Thomas and Judge Morris.~~

I will give you the time and also the various expenses for Universal when I arrive in Chicago next Tuesday morning.

Sincerely yours,

F. L. BELKNAP

Universal Exhibit 4

PATENTS
TRADE MARKS
CORPORATIONS

LAW OFFICES
FRANK L. BELKNAP
1575 FIRST NATIONAL BANK BUILDING
CHICAGO

TELEPHONE CENTRAL 8-2-3
CABLE ADDRESS "FRANKBEL"

LEE J. GARY

Washington, D. C.
May 23, 1932.

Miss Marie V. Lagenstadt,
Chicago, Illinois.

Dear Marie:

In connection with my entries for May, make the following entries relative to Universal:

May 2nd to May 26th. To time spent in Chicago conferences with Mr. Gary going over various matters; left for Washington, D.C.; conferences there with Messrs. Hall, Thomas and Burns, particularly Winkler-Koch suits, also conferences at Hall's office and work with Lewis, Hall, Thomas and Burns. Time spent trip to New York, conference with Judge Haight at his home and conference with Mr. Halle; later conferences with Messrs. Hall, Haight, Thomas, Halle, Behrens and Seguy, largely re. Winkler-Koch suits; also attending meeting of representatives of various companies interested in Universal; return to Washington. Further time spent with Thomas, Hall, Seguy and Burns re. preparation of Winkler-Koch suits, talk with various prospective witnesses; left again for New York; long distance telephonic interview with Mr. Dearborn from Washington and conference with Mr. Dearborn in New York re. Sinclair situation and also re. Winkler-Koch case; also conference with Messrs. Halle and Behrens (May 25th and 26th).

Note: On entries for May 25th and 26th I may want to make some correction for those two days so please take that up with me before you prepare the bill. The charge for time is thirteen days.

Personal. To hotel bill personal expenses etc. $385. Long distance telephones, telegrams, etc. $30.75. Railroad fare, charge single room Chicago to Washington, New York to Washington, Washington to New York, New York to Washington, Washington to New York, New York to Chicago. There will be no entries, as I see it now, from the 29th

to 31st both inclusive. Ask Lee if I should not make a charge for Acme conference with himself and later with Hall in Washington on May 20th.

Make a note for Unopco, May 20th and 21st, conference with Mr. Jefferson in the morning and on the 21st, half day's time spent with Hardy and Macauley. I am doubtful if there will be any charge for these two entries.

Very truly yours,

FLB:FJK

Universal Exhibit 4

Dec 28
Sunday & rain

Dear Lee

Have quite a lot of correspondence from H. J. & Uhle also a ten-full from Uhle. Have done at least 7 days out here (note for entire) including letters to Valle & Schulein & calls to Latta.

Valle writes he is much impressed by my suggestion of N.S. going into distillation to compete with the new company formed by Foster wheeler Atlantic & Pacific etc. Says if you have time make enquiry search for other three & letter number of ~~contain~~

W. H. S.

Universal Exhibit 4

2.

confirm on distillation patents since then to
N.Y. or at least get some idea / last. Does
Mond give us new patents on distillation
outlook cracking Please answer

H. I called Uhde requested cable to me
by cable about Uhde to give me all of -
Etc. The letters to them written is absolutely
putting me on full charge

Dr. Engler to be sure and arrange in
Ethen to come in London at Mond's office.
below Sept 19 and 23. Please answer this as
H. I note me about it

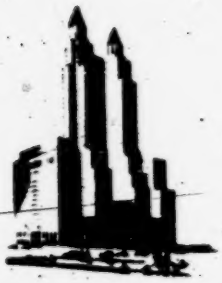
Those Letters about Uhde Jentzen
test. in Calif. mailed after Oct 1st about
it. All extreme necessary letter must not
Cable

x 414

Ref

3 N - dem th 166 lbs a feeding pipe two
blast pressure still 200
yours truly
F. J. Baldwin
W 4/5

Universal Exhibit 4



The Waldorf-Astoria
New York

July 8, 1932.

Miss Helen Lagerstadt,
1276 First National Bank Bldg.,
Chicago, Ill.

Dear Helen:

Please note from my entries for July as follows:

July 1st — 1/2 day time spent for Universal at Chicago, re various matters; then skip to —

July 6th — New York. Time spent for Universal at latter's office. Conference with Messrs. Halle and Behrens re Uhde, and other matters. Long distance telephonic interview with Charles Thomas at Washington. Total time 1/2 day.

July 7th — Universal; time spent at conference at Dearborn's office and with representative of Drury Cooper's office, re settlement of Warner-Quinlan appeal. Later time spent with Gary re various matters. Telephonic interview with Behrens. Long distance telephonic interview with Thomas at Wilmington — ½ day.

July 8th — Universal; time spent with Gary re various matters. Also to approving Stipulation in Warner-Quinlan appeal. Letter to Judge Haight. Long distance telephonic interview with Thomas. Time spent with Gary re Foreign matters of Dr. Mond — ½ day

Universal Exhibit 4

Miss Helen Lagerstadt -2- July 6, 193[illegible]

To charge for expenses, July 5th, 6th, 7th and 8th..... $39.75

To long Distance telephonic Interviews,
and telegrams..... 17.55

I am sending under separate cover, copies of Briefs which explain themselves. Please tell Lee that the Brief in the Weaver-Hall case is not to be disturbed or shown to outsiders, this at the request of Mr. Ruhr.

I hope you have a pleasant summer.

Very truly yours,

Frank L. Belknap.

Universal Exhibit 4

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TRADE MARKS
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LAW OFFICES
FRANK L. BELKNAP
1276 FIRST NATIONAL BANK BUILDING
CHICAGO

TELEPHONE CENTRAL 8-0
CABLE ADDRESS "FRANKB"

LEE J. GARY

Washington, D. C.,
October 5, 1932.

Miss Merie V. Lagerstadt,
1276 First National Bank Bldg.,
Chicago, Ill.

Dear Merie:

I wish you would ascertain from our broker the present market value of 100 shares of the Budd Realty Corporation owned by Mrs. Belknap. Also why the quarterly dividend of $200. was cut to $100. Also whether or not these dividends are cumulative.

I received the vouchers this morning and am leaving this afternoon for New York. Will be at East Windsor Saturday and Sunday and expect to be in Chicago Tuesday or Wednesday of next week. Will certainly be glad to get back to the office again. Please file the letter from the Bowman Biltmore on the rates at the Ritz. I disposed of the notes of $60,000 by putting them in on my checking account at the Currenty Trust. I want to take up with you and Mr. Kellogg the question as to what Liberty bonds I should buy and also consider the advisability of buying Treasury notes due in three years, tax exempt, bearing 3½% interest.

I enclose herewith an insurance receipt for the trunks for three months which please file. I return also the copy of the income tax which I want to take up with you as well as the duplicate receipt for the interest on bonds. Please note in my entries a day and a half spent in New York in conference with Gary; also with Helle and Behens. Also note two days in Washington, today and yesterday, conferences with Hill, Thomas, Seguy, Burns, Francis Thomas we Uhde applications, interferences and the like.

30
60
10
260
362

My present plan is to leave for California around Thanksgiving. Please put the enclosed papers in my desk, so I can take them up with you when I reach Chicago.

Yours very truly,

FJB:fab

Universal Exhibit 5

Universal Exhibit 5

DAVID E. KAUFMAN
COUNSELOR AT LAW

MORGAN S. KAUFMAN

1421 CHESTNUT STREET, PHILADELPHIA
RITTENHOUSE 0800

Universal
Cruc Lamb

July 29, 1938.

U.O.P.CO.-N.Y.
RECD JUL 30 1938
H J H
W M.B.
L M H.
S.R.W.
J.H.F.L.

Universal Oil Products Company,
30 Rockefeller Plaza,
New York City.

Gentlemen:

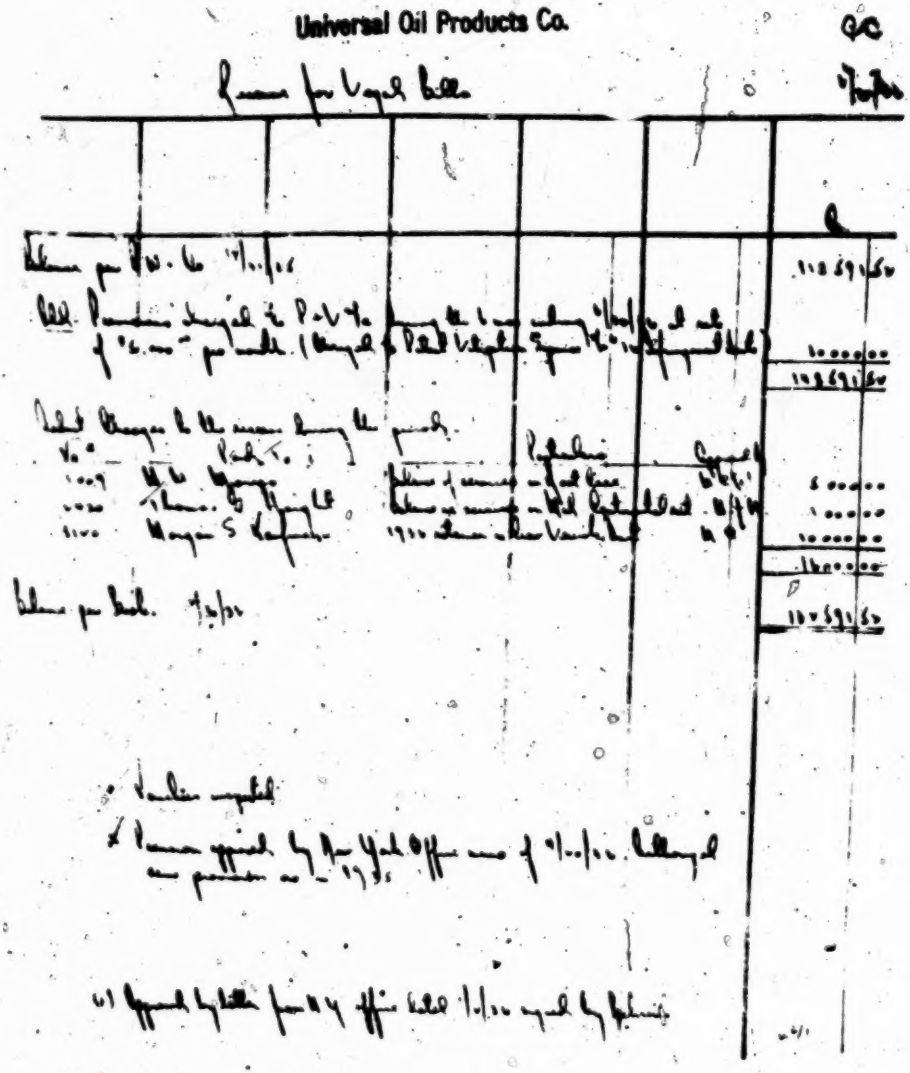
I beg to acknowledge your check drawn on the Guaranty Trust Company of New York, in the sum of $5,000 to be applied on legal services.

Very truly yours,

Morgan S. Kaufman

MSK:GCM

Universal Exhibit 6



Universal Exhibit 7

Filed 1/30/36
(Written in ink)

IN THE

DISTRICT COURT OF THE UNITED STATES

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN EQUITY

December Term, 1935. No. 9287.

UNIVERSAL OIL PRODUCTS CO.,

Plaintiff

v.

CREW LEVICK COMPANY,

Defendant

BILL OF COMPLAINT

MORGAN S. KAUFMAN;
Solicitor for Plaintiff.

THOMAS G. HAIGHT,
WILLIAM F. HAIL,
CHARLES M. THOMAS,
MORGAN S. KAUFMAN,
Of Counsel.

Universal Exhibit 7

IN THE

DISTRICT COURT OF THE UNITED STATES

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN EQUITY

December Term, 1935. No. 9287.

UNIVERSAL OIL PRODUCTS CO.,

Plaintiff,

vs.

CREW LEVICK COMPANY,

Defendant.

BILL OF COMPLAINT
(Filed Jan. 30, 1936.)

To the Honorable, the Judge of the United States District Court for the Eastern District of Pennsylvania:

The Plaintiff, Universal Oil Products Company, a corporation, respectfully shows as follows:—

I.

Plaintiff is a corporation organized and existing under and by virtue of the laws of the state of Delaware, having a regular and established place of business in the City of Chicago, County of Cook, and State of Illinois, and the Defendant, Crew Levick Company, is a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, having its principal place of business at Philadel-

phia, Pennsylvania, at which place, and within which dates, as well as elsewhere in the United States, the infringing acts hereinafter complained of have been, and are now, being committed by said defendant.

II.

This is a suit in equity brought under the patent laws of the United States for the infringement of Letters Patent of the United States, the entire right, title and interest in which are owned by the Plaintiff herein, said Letters Patent being as follows:

No. 1,392,629, granted October 4, 1921 to Carbon P. Dubbs, PROCESS FOR CONVERTING HYDROCARBONS.

No. 1,488,325, granted March 25, 1924 to Carbon P. Dubbs, PROCESS FOR TREATING PETROLEUM.

No. 1,548,004, granted July 28, 1925 to Lyman C. Huff, APPARATUS FOR REMOVING CARBONACEOUS MATERIAL FROM OIL APPARATUS.

No. 1,551,090, granted August 25, 1925 to Carbon P. Dubbs, PROCESS FOR TREATING HYDROCARBONS.

No. 1,820,057, granted August 25, 1931 to Carbon P. Dubbs, PROCESS FOR CONVERTING HYDROCARBONS.

III.

That on and prior to the 19th day of March, 1919, said Carbon P. Dubbs, then a citizen of the United States, was within the meaning of the statutes of the United States then in force, the first, sole, true and original inventor of a certain new and useful Process of Converting Hydrocarbons not known or used by others in this country and not patented or described in any printed publication in this or any foreign country before his invention or discovery thereof or more than two years prior to his application for Letters Patent

in the United States therefor and no application for any foreign patent having been filed more than twelve months prior to the filing of the application for Letters Patent in this country and which improvements had not been in public use or on sale in the United States for more than two years prior to his said application for Letters Patent therefor, which issued into Letters Patent No. 1,392,629, and not abandoned to the public.

IV.

That on the 19th day of March, 1919, said Carbon P. Dubbs made and filed an application in writing to the Commissioner of Patents for the grant of Letters Patent of the United States upon the said invention or discovery of process of Converting Hydrocarbons, said application bearing Serial No. 283,673; that on the 4th day of October, 1921, all the requirements of the statutes of the United States then in force and the rules of the Patent Office of the United States then in force having been complied with, Letters Patent of the United States No. 1,392,629 for Process of Converting Hydrocarbons, were duly issued on said application to said Carbon P. Dubbs; that the said Letters Patent were issued in due form of law in the name of the United States of America, under the seal of the United States Patent Office, signed by the Commissioner of Patents, and duly recorded in the Patent Office, and were so issued after due examination as to novelty, patentability and utility of the invention therein described, and upon payment of the fees required by law, and that the said Letters Patent granted to said Carbon P. Dubbs, his legal representatives, or assigns, for the full term of seventeen years from the date thereof, the full and exclusive right and liberty to make, use and sell the invention set forth, described and claimed therein throughout the United States and territories thereof.

Universal Exhibit 7

V.

That on or about the 29th of October, 1921, by an instrument in writing recorded in the assignment records of the United States Patent Office, Liber J-114, page 293, the entire right, title and interest in and to said patent, and in and to the invention disclosed and claimed therein, was assigned to the plaintiff's predecessor in interest, Universal Oil Products Company, a corporation of South Dakota.

VI.

That by an instrument in writing, executed on or about the 14th day of January, 1936, and filed for recordation in the assignment records of the United States Patent Office, on or about the 23 day of January, 1936, the entire right, title and interest in and to said patent and in and to the invention disclosed and claimed therein, with the right to sue for, recover and retain all damages and profits accruing from past infringement of said patent was assigned, sold and transferred to plaintiff, and the latter since then has been, and now is, the sole owner thereof.

VII.

That plaintiff or its predecessor in interest expended large sums of money and went to great trouble and expense in the connection with the development of said invention and the reduction thereof to actual practice, and in demonstrating the efficacy of the invention to the oil refining industry of this country, and in bringing the merits of the invention to the attention of oil refiners in this country, and in assisting them in their investigations of the invention and the adoption thereof; and said invention has gone into wide commercial use in the United States not only, but in many foreign countries, and is of great value and advantage to the plaintiff and the public in general; and the public has gen-

erally acknowledged and acquiesced in the rights of the plaintiff and its predecessors in interest as aforesaid in and to the invention and in its value; and said patent has been adjudicated to be valid and of broad scope by the United States District for the District of Delaware in the case of Universal Oil Products Company, a corporation of South Dakota, v. Root Refining Company, 6 Fed. Sup. 763, and the Circuit Court of Appeals for the Third Circuit has likewise adjucated said patent to be valid and of broad scope in the case of Root Refining Company v. Universal Oil Products Company, a corporation of South Dakota, 78 Fed. (2d) 991, in sustaining the decree of the District Court; and plaintiff believes it will realize large gains and profits if the infringements thereof by the defendant named herein shall be prevented.

VIII.

That on and prior to the 21st day of June, 1919, Carbon P. Dubbs, then a citizen of the United States, was within the meaning of the statutes of the United States then in force, the first, sole, true and original inventor of a certain new and useful process for Treating Petroleum, not known or used by others in this country and not patented or described in any printed publication in this or any foreign country before his invention or discovery thereof, or more than two years prior to his application for Letters Patent of the United States therefor, and no application for any foreign patent having been filed more than twelve months prior to the filing of the application for Letters Patent in this country, and which improvements had not been in public use or on sale in the United States for more than two years prior to his said application for Letters Patent therefor, which issued into Letters Patent No. 1,488,325, and not abandoned to the public.

Universal Exhibit 7

IX.

That on the 21st day of June, 1919, Carbon P. Dubbs made and filed an application in writing to the Commissioner of Patents for the grant of Letters Patent of the United States upon said invention or discovery of Process for Treating Petroleum, said application bearing Serial No. 305,793; that the invention of the said application and any Letters Patent to be issued thereon were duly assigned to Universal Oil Products Company, a corporation of South Dakota; that on the 25th day of March 1924, all of the requirements of the statutes of the United States then in force and the rules of the Patent Office of the United States then in force having been complied with, Letters Patent of the United States No. 1,488,325 for Process for Treating Petroleum were duly issued on said application to Universal Oil Products Company, a corporation of South Dakota, as assignee of the inventor, Carbon P. Dubbs; that said Letters Patent were issued in due form of law in the name of the United States of America under the seal of the United States Patent Office, signed by the Commissioner of Patents, duly recorded and delivered to Universal Oil Products Company, a corporation of South Dakota, and were so issued after due examination as to novelty, patentability, and utility of the invention therein described, and payment of the fees required by law; and that said Letters Patent granted to Universal Oil Products Company, a corporation of South Dakota, its legal representatives or assigns, for the full term of seventeen years from the date thereof, and full and exclusive right and liberty to make, use, and sell the invention set forth, described and claimed therein throughout the United States and territories thereof.

X.

That by an instrument in writing executed on or about the 14th day of January, 1936, and filed for recordation in

Universal Exhibit 7

the assignments records of the United States Patent Office, on or about the 23 day of January, 1936, the entire right, title and interest in and to said patent and in and to the invention disclosed and claimed therein with the right to sue for, recover and retain all damages and profits accruing from past infringement of said patent, was assigned, sold and transferred to plaintiff, and the latter since then has been and now is the sole owner thereof.

XI.

That on and prior to the 26th day of January, 1923, L. C. Huff, then a citizen of the United States, was, within the meaning of the statutes of the United States then in force, the first, sole, true and original inventor of a certain new and useful Apparatus for Removing Carbonaceous Material from Oil Apparatus not known or used by others in this country and not patented or described in any printed publication in this or any foreign country before his invention or discovery thereof for more than two years prior to his application for Letters Patent therefor and no application for any foreign patent having been filed more than twelve months prior to the filing of the application for Letters Patent in this country and which improvements had not been in public use or on slae in the United States for more than two years prior to his said application for Letters Patent therefor which issued into Letters Patent No. 1,548,004, and not abandoned to the public.

XII.

That on the 26th day of January, 1923, the said L. C. Huff made and filed an application in writing to the Commissioner of Patents for the grant of Letters Patent in the United States upon the said invention or discovery of Apparatus for Removing Carbonaceous Material from Oil Appa-

ratus, said application bearing Serial No. 614,954, that the invention of said application and any Letters Patents to be issued thereon were duly assigned to the Universal Oil Products Company, a corporation of South Dakota; that on the 28th day of July, 1925 all of the requirements of the statutes of the United States then in force and the rules of the Patent Office of the United States then in force having been complied with, Letters Patent of the United States No. 1,548,004 for Apparatus for Removing Carbonaceous Material from Oil Apparatus were duly issued on the said application to Universal Oil Products Company, a corporation of South Dakota, as assignee of the inventor, L. C. Huff; that said Letters Patent were issued in due form of law in the name of the United States of America under the seal of the United States Patent Office signed by the Commissioner of Patents, duly recorded and delivered to the Universal Oil Products Company, a corporation of South Dakota, and were so issued after due examination as to the novelty, patentability and utility of the inventions therein described and payment of the fees required by law; and that the said Letters Patent granted to the Universal Oil Products Company, a corporation of South Dakota, its legal representatives or assigns for the full term of seventeen years from the date thereof, the full and exclusive right and liberty to make, use and sell the invention set forth, described and claimed therein throughout the United States and territories thereof.

XIII.

That by an instrument in writing executed on or about the 14th day of January, 1936, and filed for recordation in the assignment records of the United States Patent Office, on or about the 23 day of January, 1936, the entire right, title and interest in and to said patent and in and to the invention disclosed and claimed therein with the right to sue for, recover and retain all damages and profits accruing from past infringement of said patent was assigned, sold

and transferred to plaintiff, and the latter since then has been and now is the sole owner thereof.

XIV.

That on and prior to the 24th day of May, 1924, Carbon P. Dubbs, then a citizen of the United States, was, within the meaning of the statutes of the United States then in force, the first, sole, true and original inventor of a certain new and useful Process for Treating Hydrocarbons not known or used by others in this country and not patented or described in any printed publication in this or any foreign country before his invention or discovery thereof for more than two years prior to his application for Letters Patent therefor and no application for any foreign patent having been filed more than twelve months prior to the filing of the application for Letters Patent in this country and which improvements had not been in public use or on sale in the United States for more than two years prior to his said application for Letters Patent therefor which issued into Letters Patent No. 1,551,090, and not abandoned to the public.

XV.

That on the 24th day of May, 1924, the said Carbon P. Dubbs made and filed an application in writing to the Commissioner of Patents for the grant of Letters Patent in the United States upon the said invention or discovery of Process for Treating Hydrocarbons, said application bearing Serial No. 715,632, that the invention of said application and any Letters Patent to be issued thereon were duly assigned to the Universal Oil Products Company, a corporation of South Dakota; that on the 25th day of August, 1925, all of the requirements of the statutes of the United States then in force and the rules of the Patent Office of the United States then in force having been complied with, Letters Patent of the United States No. 1,551,090 for Process

for Treating Hydrocarbons were duly issued on the said application to Universal Oil Products Company, a corporation of South Dakota, as assignee of the inventor, Carbon P. Dubbs; that said Letters Patent were issued in due form of law in the name of the United States of America under the seal of the United States Patent Office signed by the Commissioner of Patents, duly recorded and delivered to the Universal Oil Products Company, a corporation of South Dakota, and were so issued after due examination as to the novelty, patentability and utility of the inventions therein described and payment of the fees required by law and that the said Letters Patent granted to the Universal Oil Products Company, a corporation of South Dakota, its legal representatives or assigns for the full term of seventeen years from the date thereof, the full and exclusive right and liberty to make, use and sell the invention set forth, described and claimed therein throughout the United States and territories thereof.

XVI

That by an instrument in writing executed on or about the 14th day of January, 1936, and filed for recordation in the assignment records of the United States Patent Office, on or about the 23 day of January, 1936, the entire right, title and interest in and to said patent and in and to the invention disclosed and claimed therein with the right to sue for, recover and retain all damages and profits accruing from past infringement of said patent, was assigned, sold and transferred to Plaintiff, and the latter since then has been, and now is, the sole owner thereof.

XVII.

That on and prior to the 18th day of June, 1931, said Carbon P. Dubbs then a citizen of the United States, was, within the meaning of the statutes of the United States

then in force, the first, sole, true and original inventor of a certain new and useful Process for Converting Hydrocarbons, not known or used by others in this country and not patented or described in any printed publication in this or any foreign country before his invention or discovery thereof for more than two years prior to his application for Letters Patent in the United States therefor and no application for any foreign patent having been filed more than twelve months prior to the filing of the application for Letters Patent in this country and which improvements had not been in public use or on sale in the United States for more than two years prior to said application for Letters Patent therefor, which issued into Letters Patent No. 1,820,057, and not abandoned to the public.

XVIII.

That on the 18th day of June, 1931, the said Carbon P. Dubbs made and filed an application in writing to the Commissioner of Patents for the grant of Letters Patent in the United States upon the said invention or discovery of Process for Converting Hydrocarbons, said application bearing Serial No. 545,327; that the invention of said application and any Letters Patent to be issued thereon were duly assigned to the Universal Oil Products Co., a corporation of South Dakota, that on the 25th day of August 1931, all of the requirements of the statutes of the United States then in force and the rules of the Patent Office of the United States then in force having been complied with, Letters Patent of the United States No. 1,820,057 for Process for Converting Hydrocarbons were duly issued on the said application to Universal Oil Products Company, a corporation of South Dakota, as assignee of the inventor, Carbon P. Dubbs; that said Letters Patent were issued in due form of law in the name of the United States of America under the seal of the United States Patent Office signed by the Commissioner of

Patents, duly recorded and delivered to the Univrsal Oil Products Company, a corporation of South Dakota, and were so issued after due examination as to novelty, patentability and utility of the invention therein described and payment of the fees required by law and that the said Letters Patent granted to the Universal Oil Products Company, a corporation of South Dakota, its legal representatives or assigns for the full term of seventeen years from the date thereof, the full and exclusive right and liberty to make, use and sell the invention set forth, described and claimed therein throughout the United States and territories thereof.

XIX.

That by an instrument in writing executed on or about the 14th day of January, 1936 and filed for recordation in the assignment records of the United States Patent Office, on or about the 23 day of January, 1936, the entire right, title and interest in and to said patent and in and to the invention disclosed and claimed therein with the right to sue for, recover and retain all damages and profits accruing from past infringement of said patent was assigned, sold and transferred to plaintiff, and the latter since then has been, and now is, the sole owner thereof.

XX.

That plaintiff or its predecessor in interest have invested and expended large sums of money and have been to great trouble and expense in and about said inventions of each of said Letters Patent for the purpose of practicing the same and introducing the same into use and making the same profitable to plaintiff and useful to the public, and that said inventions of each of the aforesaid patents have been, and are now, of great benefit and advantage to the plaintiff and to the public, and that the public has generally accepted and

acquiesced in the aforesaid rights of the plaintiff or its predecessors in interest.

XXI.

Plaintiff and its predecessor in interest are informed, and believe, and plaintiff therefore avers that, well-knowing the premises and with the intent to injure and defraud the plaintiff, and without its consent, the defendant has, since the grant of the said Letters Patent, and within a period of six years next preceding the filing of this Bill of Complaint at Petty's Island, New Jersey, and elsewhere in the United States, unlawfully and without license or consent of the plaintiff or its predecessors in interest, practiced the processes and constructed and operated apparatus of said patents Nos. 1,392,629, 1,488,325, 1,548,004, 1,551,090, and 1,820,057, and have thereby infringed upon the rights secured to the plaintiff as the owner of each of the aforesaid patents, and although said defendant has been duly notified of said Letters Patent, and of its infringement thereof, it has refused to cease or discontinue its infringing acts, and now threatens to continue the same, all to the great and irreparable damage of the plaintiff and to the gain and profit of the defendant.

XXII.

That defendant has received, and is now receiving, and will continue to receive and derive unlawfully from the infringement herein complained of, large gains, profits and advantages, but to what extent plaintiff is now unable to set forth; that by reason of said infringement plaintiff has been, and unless such infringement be forthwith restrained by this Court, will be, deprived of and prevented from receiving the gains, profits and advantages to which it is lawfully entitled, and which it would have derived and received, and would now

be deriving and receiving, but for said infringement, and that by reason of said infringement, the plaintiff or its predecessor in interest has been irreparably injured, and plaintiff is now being irreparably injured, and has sustained losses and damages and unless the infringements herein complained of be immediately restrained, will sustain further irreparable injury, loss and damage.

XXIII.

Plaintiff has no plain, adequate and complete remedy at law.

WHEREFORE, plaintiff prays:

1. For a decree adjudging and declaring that the aforesaid Letters Patents are good and valid in law, and that the same have been and are now owned by the plaintiff as herein alleged and have been infringed by this defendant.

2. That a preliminary injunction be issued enjoining and restraining the defendant, its officers, agents, servants and employees, and each and all of them, as well as any and all persons acting, or claiming to act, on behalf of it, from directly, or indirectly, using, or practicing, or causing to be used, or practiced, the inventions of any of the patents aforesaid, and from infringing upon and violating the rights of the plaintiff in said patents in any way whatsoever, pending determination of this suit and until further order of this Court.

3. That a perpetual injunction may be issued of the same tenor and effect as the preliminary injunction hereinabove prayed for.

4. That defendant be required to account and pay over to the plaintiff such gains and profits as have accrued or arisen or have been earned or received by the defendant, from

the unlawful use, or practice, of the inventions of said Letters Patents aforesaid, and in addition thereto, the damages plaintiff has sustained by reason of the said infringement, and that said damages be trebled.

5. That defendant be decreed to pay the costs of this suit.

6. That the plaintiff may have such other, further and different relief as the circumstances and the equity of the case may require.

UNIVERSAL OIL PRODUCTS COMPANY

By Morgan S. Kaufman,
Solicitor for Plaintiff.

Thomas G. Haight,
William F. Hall,
Charles M. Thomas,
Morgan S. Kaufman,
Of Counsel.

Universal Exhibit 8 for Identification

Printed as Amici Exhibit 61

Universal Exhibit 9 for Identification

Printed as Amici Exhibit 62

Universal Exhibit 10 for Identification

Printed as Amici Exhibit 63

Universal Exhibit 11 for Identification

Printed as Amici Exhibit 64

Universal Exhibit 12

THE PUBLIC NATIONAL BANK AND TRUST COMPANY

OF NEW YORK

9 EAST 66TH ST.

ROOM 514

NEW YORK, N.Y.

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Universal Exhibit 12

THE PUBLIC NATIONAL BANK AND TRUST COMPANY
OF NEW YORK

[redacted] ROOM 814 9 EAST 46TH ST.
NEW YORK, N.Y.

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Universal Exhibit 13

Morgan G. Kaufman

In Account With Fair #16542

First National Bank of Scranton

DR. CR. 13

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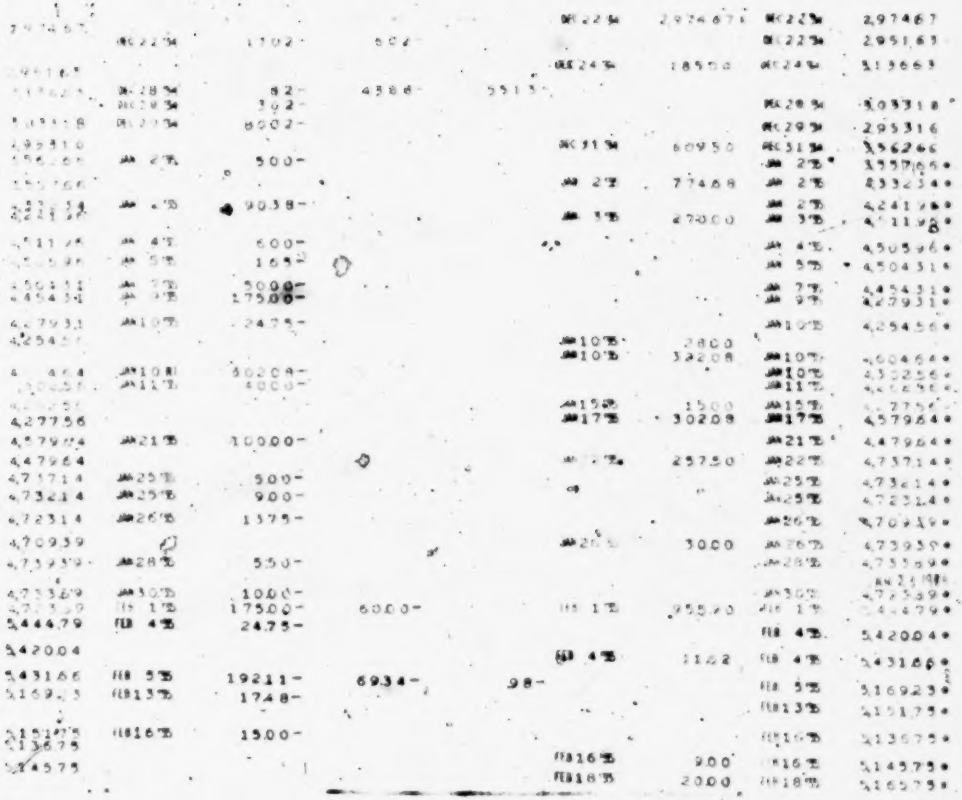
Universal Exhibit 14



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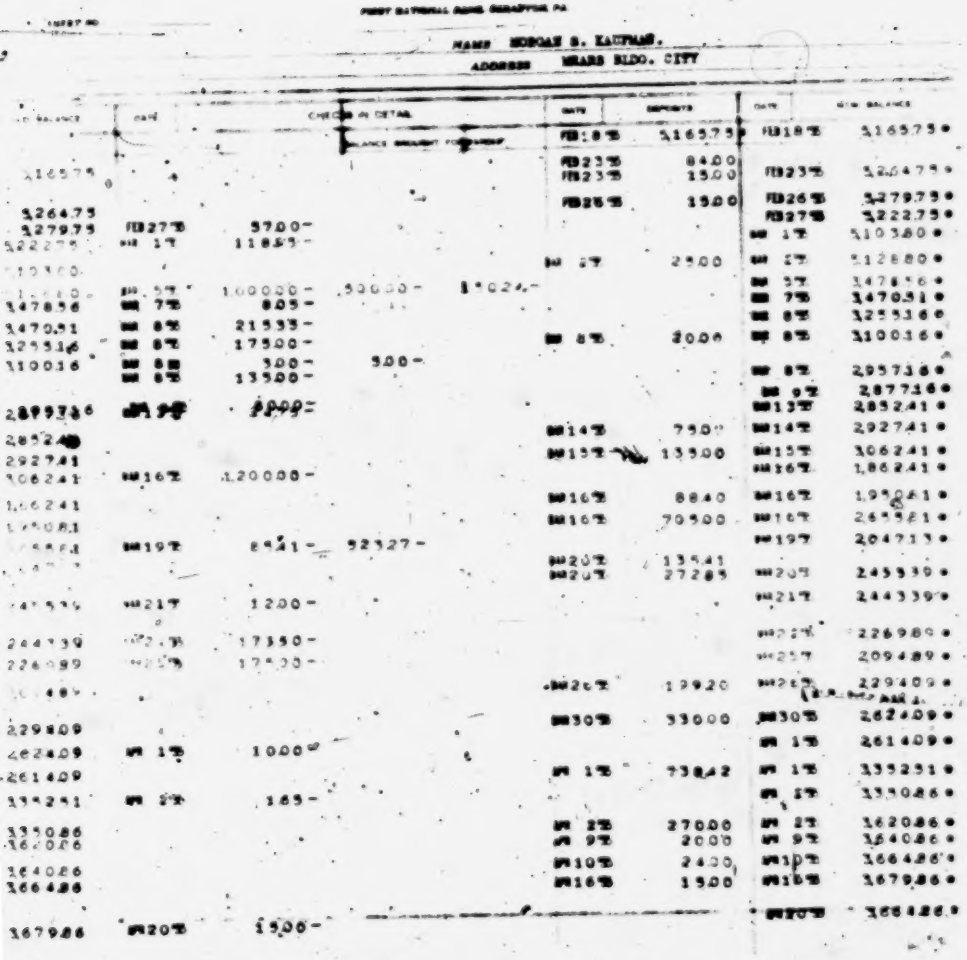

NAME MORGAN S. KAUFMAN.

ADDRESS MEARS BLDG. CITY

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Universal Exhibit 14

NAME MORGAN B. KAUFMAN

ADDRESS MEARS BLDG. CITY

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Universal Exhibit 14

SHEET NO

FIRST NATIONAL BANK SCRANTON PA

NAME MORGAN S. KAUFMAN,

ADDRESS MEARS BLDG., CITY

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Universal Exhibit 14

SHEET NO. FIRST NATIONAL BANK, SCHUYLER, NE

NAME [illegible] S. [illegible]

ADDRESS [illegible], CITY

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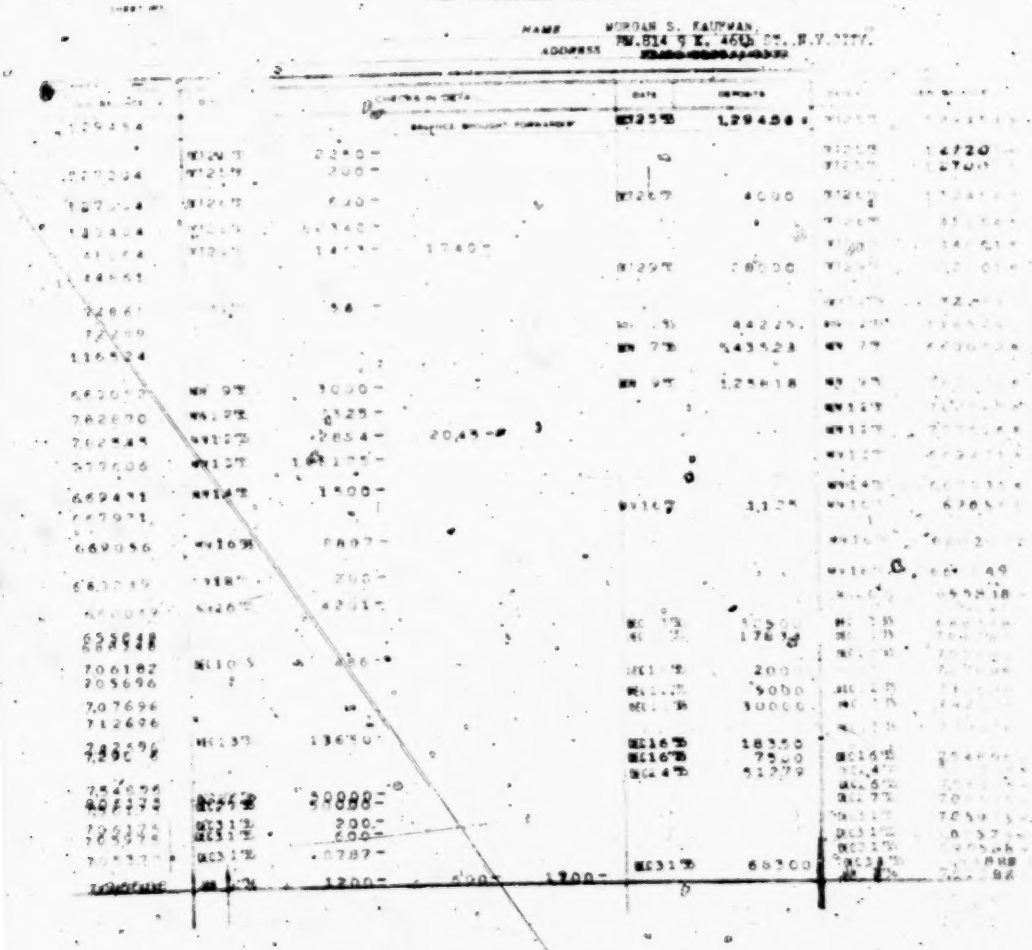
Universal Exhibit 14



Universal Exhibit 14

FIRST NATIONAL BANK SOCIETY FA

NAME MORGAN S. FAUPHAR,
ADDRESS 814 E. 46th ST., N.Y. CITY.

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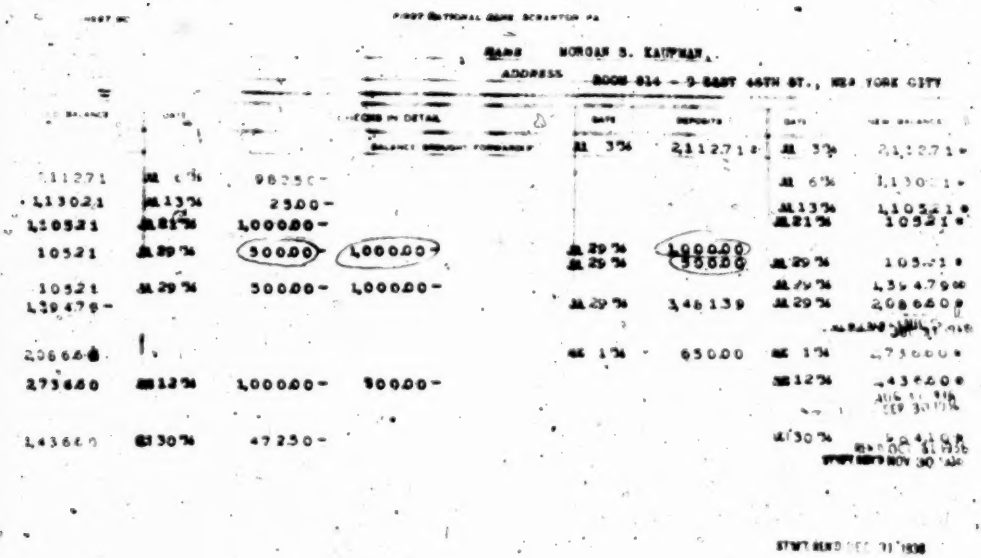
13,60082		500-					13,595829
13,59582		1025-					13,585557
13,58557		1089-					13,574732
13,57472		17265-	1287-				13,396020
13,39620		1200-					13,377220
13,37720		300-	13500-				13,239220
13,23920		1500-					13,224220
13,22420		1150-					13,212720
13,21270		1099725-					2,215450
2,21545		8400-					2,131450
							Bad Acc 2
2,13145		900-					2,128245
2,12845		1900-					2,110345
2,11045		15507					2,095384
2,09538		0384-					2,010711
2,01071		3337-					2,006866
2,00686		10195-					1,90491
1,90491						35625	2,261116
2,26116		1375-					2,247741
2,24741		1110-					2,236611
2,23661		0360-					2,192771
2,19277		4000-					2,192771
							2,192771

Universal Exhibit 14



FIRST NATIONAL BANK SCRANTON PA

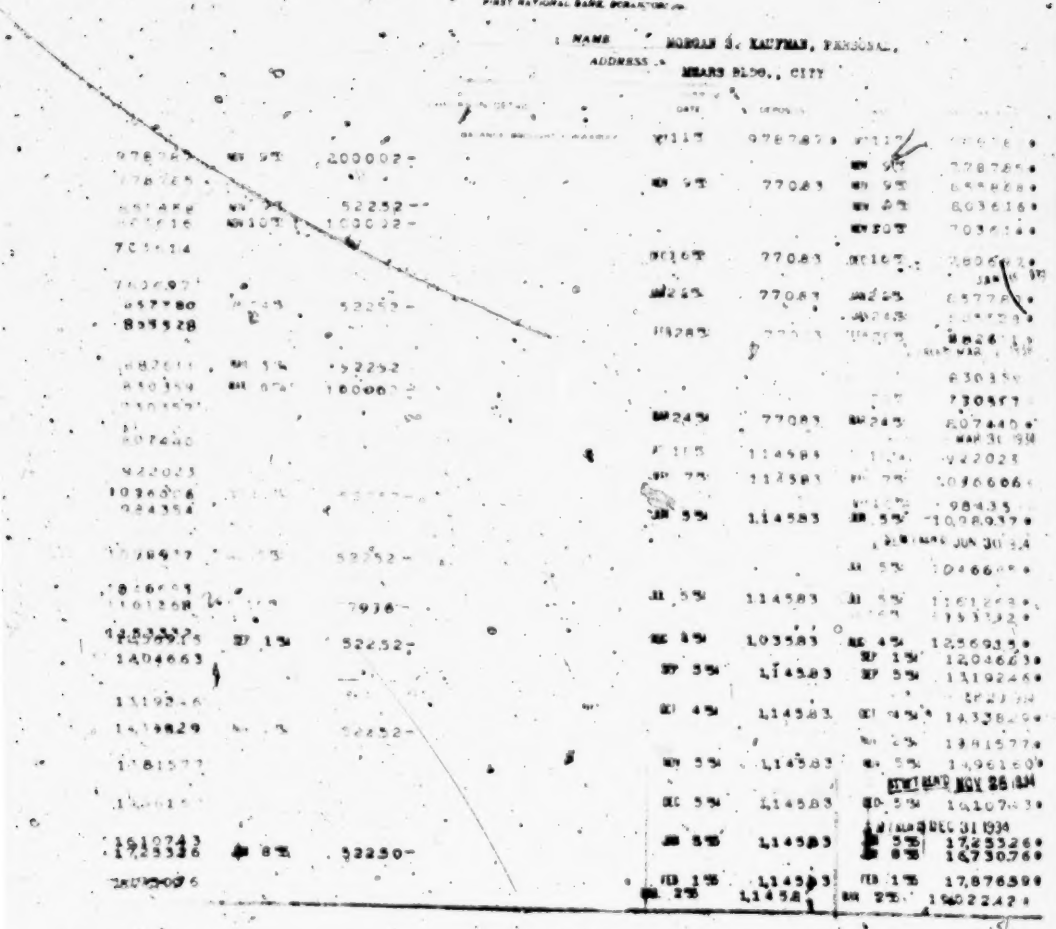
NAME NORMAN S. KAUFMAN

ADDRESS ROOM 814 - 9 EAST 46TH ST., NEW YORK CITY

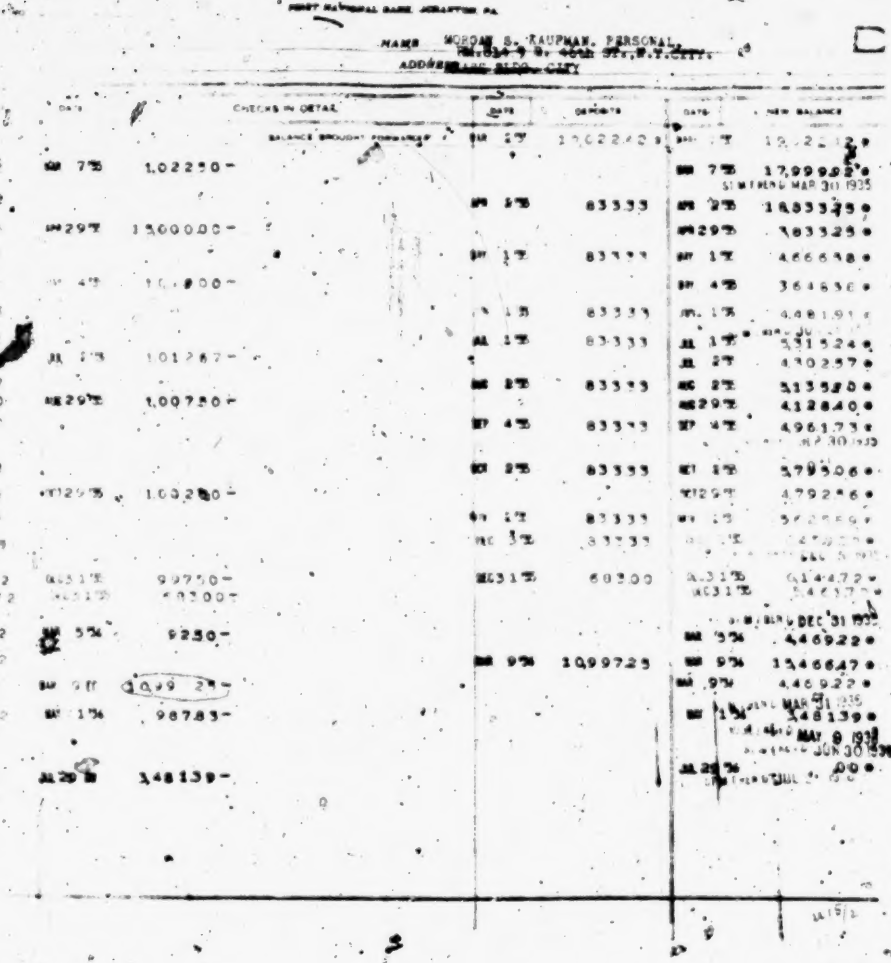
BALANCE	DATE	CHECKS IN DETAIL	BALANCE BROUGHT FORWARD	DATE	DEPOSITS	DATE	NEW BALANCE
				JU 3%	2112.71	JU 3%	2112.71
2112.71	JU 6%	982.50				JU 6%	1130.21
1130.21	JU 13%	25.00				JU 13%	1105.21
1105.21	JU 21%	1000.00				JU 21%	105.21
105.21	JU 29%	50.00	1000.00	JU 29%	1000.00		
				JU 29%	50.00	JU 29%	105.21
105.21	JU 29%	50.00	1000.00			JU 29%	4354.79
4354.79				JU 29%	1481.39	JU 29%	2086.60
2086.60				AU 1%	650.00	AU 1%	2736.60
2736.60	AU 12%	1000.00	300.00			AU 12%	1436.60
1436.60	AU 30%	472.50				AU 30%	964.10

STMT RNDRD DEC 31 1938

Universal Exhibit 15



Universal Exhibit 15



NAME MORGAN S. TAUPMAN, PERSONAL

ADDRESS [redacted] BEVERLY HILLS, CALIF.

DATE	CHECKS IN DETAIL	AMOUNT	DATE	DEPOSITS	DATE	NEW BALANCE
	BALANCE BROUGHT FORWARD					
					7	
					7	17,999
						STATEMENT MAR 31 1935
					29	
					29	
					1	
					4	
					15	
					1	
					27	
					27	
					29	
					1	
					29	
					31	
						STATEMENT DEC 31 1935
					5	
					5	
						STATEMENT MAR 31 1936
					15	
						STATEMENT MAY 9 1936
						STATEMENT JUN 30 1936
					29	

Universal Exhibit 16

5

Name MORGAN S. KAUFMAN **1625**

Having read the Rules and Regulations governing the THRIFT DEPARTMENT OF STERLING NATIONAL BANK & TRUST COMPANY OF NEW YORK, I hereby assent to the same and agree to be bound thereby.

1 Signature

2 Signature

	DATE	WITHDRAWAL	DEPOSIT	BALANCE	TRAN. ACCOUNT NO
1	8--1-34		11,320.75	•11,320.75	B BF 1625
2	9--4-34	INT To SEP 1 34	•• •18.86	•11,339.61	
3	10--1-34	INT To OCT 1 34	•• •18.32	•11,357.93	
4	11--2-34	INT To NOV 1 34	•• •18.35	•11,376.28	
5	12--4-34	INT To DEC 1 34	•• •18.37	•11,394.65	
6	12-15-34		•• 269.86	•11,664.51	B BF 1625
7	1--2-35	INT To JAN 1 35	•• •18.40	•11,682.91	
8	2--1-35	INT To FEB 1 35	•• •18.88	•11,701.79	
9	3--4-35	INT To MAR 1	•• •18.91	•11,720.70	
10	4--2-35	INT To APR 1 35	•• •18.95	•11,739.65	
11	5--2-35	INT To MAY 1 35	•• •19.00	•11,758.65	
12	6--3-35	INT To JUN 1 35	•• •19.00	•11,777.65	

STERLING NATIONAL BANK & TRUST COMPANY
OF NEW YORK
THRIFT DEPARTMENT · BROADWAY AT 50TH ST.

13	6-29-35	INT To JUL 1	•• •19.03	•11,796.68	
14	8--1-35	INT To AUG 1 35	•• •19.07	•11,815.75	
15	8-31-35	INT To SEP 1 35	•• •19.10	•11,834.85	
16	10--1-35	INT To OCT 1 35	•• •19.15	•11,854.00	
17	11-12-35	10,000.00		••1,854.00	
18	12-31-35	INT To JAN 1 36	•• •25.17	••1,879.17	
19	3--3-36		•5,000.00	••6,879.17	BF
20	3-17-36	•2,002.75		••4,876.42	BF
21	3-31-36	INT To APR 1 36	•• [illegible]	••[illegible]	BF
22	6-30-36	INT To JUL 1 36	•• •23.70	••4,909.24	BF
23	9-30-36	INT To OCT 1 36	•• •23.70	••[illegible]	BF
24	12-31-36	INT To JAN 1 37	•• •23.93	••[illegible]	BF

Birthplace — Date of Birth

Father's Name — Mother's Name

Wife's Name — Husband's Name

Occupation — Pass-Word — Checked by

W16

Universal Exhibit 17a

$ 856.92 Orlando, Florida, February 1, 1928.

On or before one year after date, for value received, I, we, or either of us, jointly and severally as principals, promise to pay to the order of C. L. Stickley at

The State Bank of Orlando and Trust Co., at their Banking House in Orlando, Florida, the sum of Eight Hundred Fifty-six and 92/100 - - - - - - - - - - Dollars

With interest at the rate of 6 per cent per annum, payable - - - - - - - - - -

Universal Exhibit 17b

$ 856.92 Universal Ex 17 (b) Orlando, Florida, February 1, 1928

On or before two years after date, for value received, I, we, or either of us, jointly and severally

principals, promise to pay to the order of C. L. Stokley at

The State Bank of Orlando and Trust Co., at their Banking Hou

in Orlando, Florida, the sum of Eight Hundred Fifty-six and 92/100 - - - - - - - - - - - - - - Dol

With interest at the rate of 6 per cent per annum, payable - - - an

G. O. Watkins

Due Feb. 1, 1930.

No. 2.

Pay to the order of
Union Cafe
C. L. Stokley
Owner Cash

Universal Exhibit 17c

$ 856.92 Orlando, Florida, February 1, 1928

On or before three years after date, for value received, I, we, or either of us, jointly and severally as principals, promise to pay to the order of C. L. Stokley at

The State Bank of Orlando and Trust Co., at their Banking House in Orlando, Florida, the sum of Eight Hundred Fifty-six and 92/100 - - - - - - - - - - - - - - Dollars

with interest at the rate of 6 per cent per annum, payable - - - - - - - - - - - - - -

Universal Exhibit 18

62-6432 PAPERS & MISCELLANEOUS RECORDS OF CHAS. L. STOKLEY RECEIVED WITH REPORT OF SPECIAL AGENT C. B. WINSTEAD DATED 3-10-40 AT MIAMI — Page 1

1 Ledger referred to as taken by Winstead last fall. (In writing)—3 pages Income (copy in
7 pages Expense (work paper

2 Chk. book— Bk. of Tavares — first stub 2-28-39, amt. $25.58

3 Chk. book— Bk. of Tavares — first stub 4-11-39, amt. $51.11

4 Statement Bk. of Tavares & cancelled chks for May and June '39.

5 Statement Bk. of Tavares & cancelled chks for March '39.

6 1 order book, June '37

7 1 order book, July '38

8 S E Ledger (large)

9 1 small ledger, containing customers at Va. beach

10 3 #D200-Manifold order books.

11 Inspectors book owned by WC Stokley while employed by Am. Can Co., contains list of fruit sent Judge Davis in current season '39-'40

12 Abstract #25878 by Lake Abstract & Title Guarranty Co.

13 Misc. tickets, slips, memos etc for various trips, showing charges & storage.

14 Abstract #21623 by same as above.

15 Abstract #4424 office of the Lake Abstract Co.

Universal Exhibit 18

16 1 envelope containing financial statements of Stokley's Drug Stores # 1, 2&3 as of June 30, 1927

17 1 manila envelope of Clerk of Circuit Court—Tavares Fla. containing various Tax sale certificates and tax receipts.

18 1 brown envelope (Clk. Cir. Crt Orlando, Fla.) tax notices, tax receipts and mortgage deeds.

19 2 notes @ $750.00 of Willard G. Smith dated 7-xxx 10-24

20 Statements & Chks of First State Bk, Eustis Fla. for Nov. '31 & Jan. & March '32

21 Letter dated 7-25-38 from Bk of Tavares with all deposit slips from June 15th

22 2 warranty deeds form CL Stokley and wife to John W. Sawyer in 1929

23 3 letters — '31 & '32 from Rett Cole (Eunice) and warranty deed from CLS & wife to Cole.

24 Railway Express Receipts, Feb. & Mar. '38 — shipments of fruit (Davis ?)

25 2 letters Feb. '39 request and gift list for Marvin R Rea

26 3 letters from NA Barnhart, Coraopolis Pa.—Nov. '29, May & June '30

27 Envelope — Misc. cancelled chks. — First State Bank of Eustis, Fla. (In writing) —
April 20, 1922 to
April 1, 1927

28 Misc. papers, receipts, bills, statements, memos, notations etc.
* Two photostatic copies of the following were made.

29 7 page gift list of Andrew J Sardoni

Universal Exhibit 18

30 2 page letter — Oct. 17, '38 to CLS from J. Philip Doss, Tax Assessor

31 Chk on Bk of Tavares May 15, '39 by CLS to Morgan S Kaufman, amt $600.00

32 Letter — March 18, '38 to CLS from Andrew J. Sordoni, enclosing chk amt $191.93

33 Letter — March 30, '38 to CLS & Son from Frank L Pinola

34 Letter — Feb. 28, '38 to Bill from Paul, re. property

35 Senator Sordoni's Lists

36 Gift boxes sent by J. W. Davis — Original stamped CL Stokley & Son,
shippers of gift boxes
Mount Dora, Fla.

37 Gift list of J. W. Davis—First name, Harvey S. Firestone

38 List of assets & liabilities on 2 pages of Magnolia Pharmacy paper—CL Stokley Assts total $285,000.00, Liabilities total $49,225.00

39 Letter April 3, '39 to Morgan S. Kaufman by son of Chas. L. Stokley

40 Gift boxes for J.W. Davis on stationary of Lakeside Inn, Mt. Dora, Fla.

41 Gift boxes for J.W. Davis—first name Joseph R. Hewitt

42 Letter March 10, '36 from J. Warren Davis to Chas. L. Stokley

43 List Gift boxes sent by J.W. Davis—first name, Dr. Allan V. Heely

44 List expenses (9-1-37 to 9-1-38) Total $20,228.38

Universal Exhibit 18

44A (In writing)—List Income & Exp. (9-1-37 to 9-1-38)

45 Gift Boxes for J.W. Davis—first name Hon. John Biggs Jr.

46 Gift boxes for JWD—first name, Mrs. Mabel Walker Willebrandt

47 Gift boxes for JW Davis—first name, Lloyd Davis, Fentress Va.

48 Gift boxes for Morgan S. Kaufman—first name, Mr. A. C. Mueller

49 1 letter and list dated Feb 10—from J. Warren Davis to Charlie (CLS)

50 Telegram dated 11-12-35 to J. Warren Davis from Charles L. Stokley

51 Telegram dated Jan 15-37 to W. K. Stokley—Items 50 & 51 in same book

52 Letter dated July 22, '39 to CLS from Frank W. Stebbins, Eustis, Fla.

53 Letter dated July 25, '39 to Frank W. Stebbins from CLS

54 Letter dated May 3, '30 to CLS from N. Barnhart, Coraopolis, Pa.

—no photostats made of the following—

55 Fruit contract between CLS and Eustic Packing Co. filed Mar. 29, '30

56 Satisfactions of mortgage #'s 24298 & 24297—Eustis Packing Co. to CLS

Universal Exhibit 19

March 11th, 1940

Mr. Morgan S. Kaufman,
Ambassador Hotel,
50th St. & Park Ave.,
New York, N. Y.

Dear Mr. Kaufman:—

At the request of Mr. Chas. L. Stokley, of Mt. Dora, Fla. I am sending you the amounts of taxes paid on certain properties in and near Mt. Dora.

It may be possible that some taxes were paid to the Tax Collector direct that it would be impossible for me to definately quote you on.

DESCRIPTION OF PROPERTY	YEARS PAID	DATE PAID	AMOUNT	
Block 405, Blocks 404, 406 W. of RR. Mt. Dora....	1928 to 1931 1933 to 1935	9-30-1936	$373.56	
Blocks 415, 416 (less S 33 ft) Mt. Dora.....	1928 to 1931 1933 & 1934	3- 9-1936	201.83	530.39B
Blocks 413, 414, 419, 420, 421, N. 280 ft of W 180 ft of S 50 ft of Blk 422, Mt. Dora.....	1928 to 1931 1933 to 1934	3- 9-1936	683.89	2117.67
Gov. lot 11, S 330 ft of N 660 ft of Gov lot 2, Sec. 31-19-27 (also described as SE¼ of NE¼ of NE¼ of SE¼ 31-19-27)	1936 & 1937	9-12-1938	10.83	
Unnumbered lot lying E of lots 11 & 12 & Parallel RR Grandview Terrace Mt. Dora	1929 to 1931 1933 to 1935	9-30-1938	14.89	

Universal Exhibit 19

DESCRIPTION OF PROPERTY	YEARS PAID	DATE PAID	AMOUNT	
Blocks 404, 406 E of RR. Block 407 Mt. Dora (this also includes Blocks 402 & 403)	1927 to 1938	10- 3-1938	44.27	
E 82½ ft of Block 134 (or E½ of E½ of NW¼ of SE¼ of SW¼ of NW¼ 29-19-27)	1926 to 1930 1932 to 1934	3- 9-1936	22.94	57.60B

I trust this is the information that you desire, but should you need additional information or data, I will be glad to give you what I can.

Yours very truly,
GEO. J. DYKES, Clerk.

By .....

ajh/

Copy C. L. Stokley,
Mt. Dora, Fla.

Universal Exhibit 20

A&B
62-6432

Books and Records turned over to U. S. Attorney by Morgan S. Kaufman, Mar. 11, 1940.

1
Folder marked "Public National Bank 1937 Deposit Slips" containing 118 deposit tickets of Morgan S. Kaufman in the Public National Bank and Trust Company of New York dated between Jan. 2, 1937 and Dec. 31, 1937.

2
Folder marked "Public National Bank—1938 and 9 Deposit Slips" containing 108 deposit tickets dated between Jan. 4, 1938 and Dec. 24, 1938 and 101 deposit tickets dated between Jan. 4, 1939 and Dec. 28, 1939 of Morgan S. Kaufman in the Public National Bank and Trust Company of New York.

3
Folder marked "1940 Public National Bank—Deposit Slips" containing 12 deposit tickets of Morgan S. Kaufman in the Public National Bank and Trust Company of New York dated between Jan. 2, 1940 and Jan. 31, 1940.

4
General Ledger of Morgan S. Kaufman—containing loose leaf sheets some of which cover period Jan. 1, 1937 to Jan. 29, 1940 (G. J. Exhibit #54)

5
Blue Loose-leaf binder, first page of which is marked "Morgan S. Kaufman Cash Receipts" covering period between July 1939 and Feb. 20, 1940

6
Two sheets containing list of stocks and daily quotations between 2/26 and 3/6 (1940)

Universal Exhibit 20

7

Folder marked "1938—DEK. Income Tax" containing work papers and duplicate federal income tax returns for 1938 of David E. Kaufman.

8

Folder marked "1937—Income Tax Data & Return David E. Kaufman" containing work papers and duplicate federal income tax returns for 1937 for David E. Kaufman.

9

Folder marked "David E. Kaufman—Original 1936 Federal Income Tax Return" containing work papers and duplicate federal income tax return for 1936 for David E. Kaufman.

10

Folder marked "David E. Kaufman Amended 1936 Federal Income Tax Return" containing duplicate federal income tax return for 1936 of David E. Kaufman.

11

Folder marked "1937—Income Tax Data and Return—Morgan S. Kaufman" containing work sheets and duplicate federal income tax return for 1937 for Morgan S. Kaufman, also contains a brown envelope marked "1937 Purchase Slips" containing stock purchase slips of Morgan S. Kaufman from various brokers.

12

Folder marked "M. S. Kaufman—Original—1936 Federal Income Tax Return" containing work papers and duplicate federal income tax return for 1936 for Morgan S. Kaufman.

13

Folder marked "Morgan S. Kaufman Amended 1936 Federal Income Tax Return" containing work papers and duplicate federal income tax return for 1936 for Morgan S. Kaufman.

Universal Exhibit 20

14

Folder marked "M. S. K. 1936—Proposed Deductions Bad Debts—etc." containing miscellaneous correspondence and a white envelope addressed to Mr. Morgan S. Kaufman containing a note dated July 24, 1931 for $10,000 payable to Morgan S. Kaufman at the Bosak State Bank by W. K. Levey and correspondence relating thereto.

15

Passbook of Citizens National Bank, Towanda, Pa. in account with Morgan S. Kaufman, with entries between Oct. 18, 1937 and Oct. 17, 1938.

16

Passbook #1625 of Sterling National Bank and Trust Co. of New York, Thrift Dept., in account with Morgan S. Kaufman, with entries between 8-1-34 and 1-13-40

17

Passbook #4035 of Scranton National Bank, Scranton, Pa., Interest Book, in account with Morgan S. Kaufman, with entries between Mar. 19, 1934 and Jan. 1, 1940.

18

Passbook of Citizens National Bank, Towanda, Pa. in account with Morgan S. Kaufman, with entries between July 3, 1939 and Oct. 16, 1939.

19

Passbook of 3rd National Bank and Trust Co., Scranton, Pa. in account with Morgan S. Kaufman (marked "Towanda Account—Duplicate") with entries between Sept. 21, 1931 and Dec. 24, 1935.

20

Passbook of Bankers Trust Co., New York, in account with Morgan S. Kaufman, with entries between Jan. 21, 1936 and Feb. 2, 1940.

Universal Exhibit 20

21

Envelope marked "The Citizens National Bank Towanda, Penna. Cancelled cks." containing cancelled checks of Morgan S. Kaufman on the Citizens National Bank, Towanda, Pa. #1 (4-23-38) to #256 (10-8-38) with exception of the following checks omitted: #82, 109, 112, 118, 120, 161, 210, 235, 236, 239, 240, 241, 242, 243, 245, 246, 247, 253, 254. There are two checks #102. Envelope also contains a statement of account of Morgan S. Kaufman with Citizens National Bank, Towanda, Pa. Aug. 25, 1938 to Oct. 11, 1938.

22

Envelope marked "Third National Bank & Trust Company (Towanda a/c)" containing statement of Account of Morgan S. Kaufman with Third National Bank & Trust Co., Scranton, Pa. showing balance as of May 1, 1939 of $519.27.

23

Folder marked "Scranton Lackawanna Trust Co." containing correspondence between this company and Morgan S. Kaufman, July 6, 1936 to Oct. 29, 1936.

24

Looseleaf binder containing check stubs #1 to #184, dated 4-23-38 to 8-22-38, of Morgan S. Kaufman's account in the Citizens National Bank, Towanda, Pa.

25

Looseleaf binder containing check stubs #185 to #261, dated 8-24-38 to 10-15-38 and unused checks on the Citizens National Bank, Towanda, Pa.

26

Looseleaf binder containing check stubs #2 to #87, dated July 3, 1939 to Dec. 7, 1939, and unused checks on the Citizens National Bank, Towanda, Pa.

Universal Exhibit 20

27

Large bound book, first page of which is marked "Morgan S. Kaufman—Cash Disbursements", containing record of cash disbursements from Jan. 4, 1937 to June 30, 1939.
(G. J. Exhibit #52)

28

Large bound book, first page of which is marked "Morgan S. Kaufman—Cash" being a record of Cash debits and credits from Jan. 2, 1937 to June 30, 1939.
(G. J. Exhibit #51)

29

Blue bound book marked "Double-entry Ledger" for period Jan. 1, 1936 to Dec. 31, 1936. (G. J. Exhibit #55)

30 Blue bound book marked "Daily Cash Receipts—1936" for period Jan. 1, 1936 to Dec. 31, 1936.
(G. J. Exhibit #56)

Universal Exhibit 21

May 3, 1944

Total amount due.

Morgan S Kaufman

to date — $13,000 —

Universal Exhibit 22

May 3, 1941

Total amount due
Judge J. Warren Davis
to date — $1,404 —

3495

Universal Exhibit 23

Orlando, Fla., Sept 9 1927

This agreement made and entered into this day of 9/9 1927 Between Barker Poster Advertising Company, Party of the second part, and Mr C F Stokley party of the first part, of Mt Dorah Said party of the first part, leases to party of the second part, Lot No. Situated on S Highland + RR Street in Mt Dorah Florida. For a period of One year For the sum of Fifteen dollars per Annum; said lease shall be inforce so long as party of second part keeps the above rental paid; or till above property is sold, and thereafter provided the purchaser thereof be willing to continue said contract, with party of second part.

In Case of Sale or wishing to build to give 60day in which to Move Poster Panels

The Nature of Business of party of second part will be to erect and Maintain Billboards in Class AA., as required by the Association, on the said above named property, belonging to party of first part.

Signed this day by September 9th 1927 Party of first party

Signature C F Stokley

Signed this day by September 9th 1927 Party of second part

Signature Barker Porter Adv. Co.

Geo A Barker

Witness

Witness

Universal Exhibit 24

Universal Oil	Mr. Whitney	
CLIENT	9/12/ 39	557
General	7	
SHORT TITLE	HOURS	QUARTER

DESCRIPTION OF SERVICE

Conference (10 a.m. to 4:30 p.m.) Halle, Judge Haight, Dwight, Thomas, Behrens and Russell going over all programs to litigation, including certiorari in Winkler-Koch case, closing of Skelly accounting, attitude toward Gasoline Products license agreement with 10 Western refiners, inspection in Danciger case, preparation for trial in France, commencement of proceedings against City Service companies, etc.

Conference (4:30 to 5) van Rok re certiorari and Gasoline Products situations.

FORM NO. 10

SERVICE MEMO.

Universal Exhibit 25

RED

UNIVERSAL OIL PRODUCTS CO. Date Sep. 12, 1935

Conf. at Halles in morning and afternoon with respect to policy on Root decision and payment to counsel and discussing policy with respect to future litigation and method of handling brief in opposition to petition for writ of certiorari to the Supreme Court, TIME 5

.....

READ AND APPROVED RED

Universal Exhibit 26

		Mr. Russell
UNIVERSAL OIL PRODUCTS	9-12	5576
Client	35	
Gen.	4	2
Short Title	Hours	Quarters

DESCRIPTION OF SERVICE

Conf. at Universal's offices with Messrs. Whitney, Halle, Behrens, Haight, Thomas & Dwight re litigation program in connection with Shelly, Root, Mid-Continent, Doherty, Daviger, Taxman, Derby, Cosden, French & Roumanian litigation (including luncheon conference); assembling litigation files to take to conference.

SERVICE MEMO.

Universal Exhibit 27

Letterhead of

GERMAN AMERICAN INSURANCE COMPANY
OF NEW YORK

Mt. Vernon Ohio, March 16th 1891.

Hiram Halle, Esq.,
Cleveland, Ohio;

Dear Sir — :

We have a loss on a stock of clothing at Wellston, (in the southern part of Ohio,) and it may be necessary to go into an appraisal. I have thought of you as a suitable apraiser, as what is wanted is not so much a knowledge of the business as a disposition to stick to what is right.

In case we find that we need your services, can we rely upon you to come?

Yours very truly,

W. W. EASTMAN,
Special Agent.

Universal Exhibit 28

Letterhead of

WALL, HAIGHT, CAREY & HARTPENCE
Jersey City, N. J.

June 19, 1930

Dear Frank:

I saw Judge Morris on Tuesday and explained to him that we want him to represent Universal in the Winkler-Koch cases, the Gulf Refining case in Delaware and the Gulf Refining case in Philadelphia, as well as such of the other cases in Delaware which have been before him, as he thought he could appear in.

He will, accordingly, inform the Gulf Refining Company, when his resignation takes place, that he cannot represent them in any matters which will conflict with his representation of Universal.

I would like to hand him a check on July 1st or 2nd of at least $2500., as his retainer. Will you have a check drawn to his order for such sum as you think proper sent to me on July 1st or 2nd. The check should be dated not earlier than July 1st.

I am sending a copy of this letter to Mr. Reichmann.

Sincerely yours,

T. G. HAIGHT

Frank L. Belknap, Esq.,
First National Bank Bldg.,
Chicago, Ill.

Original to WMB 5/17/43—copy retained at New York.
copied—5/17/43—R. Mix

Universal Exhibit 28

Letterhead of

FRANK L. BELKNAP
Chicago

New York, June 24, 1930.

Mr. H. J. Halle,
Universal Oil Products Co.,
111 Broadway,
New York.

Dear Mr. Halle:—

I enclose original letter from Judge Haight relative to retaining Judge Morris. I approve of the same, and so does Mr. Reichmann.

With reference to the amount of the retainer. I see no reason for increasing it above $2500.00. My suggestion is that the check should be dated July 2nd, made out to Judge Morris and forwarded to Judge Haight, so that he will have it in his possession by July 1st.

If this meets with your approval, I will appreciate your sending this to Mr. Dunham to have the matter taken care of.

Very truly yours,

F. L. Belknap

Original to WMB 5/17/43—copy retained at New York.
copied—5/17/43—R. Mix

Universal Exhibit 29

Letterhead of

HUGH M. MORRIS
DU PONT BUILDING
Wilmington, Delaware

January 3, 1942

The Hon. Thomas G. Haight
15 Exchange Place
Jersey City, New Jersey

My dear Judge Haight,

The last check that I received in the way of fee from Universal Oil Products Company was on January 8, 1936.

I received nothing in the case of Universal Oil v. Midcontinent, which you told me had been settled. Some work has been done in the Octane case in the way of keeping it alive. I did a little work with Charles Thomas in the Crew Levick case in Philadelphia in the way of keeping it alive. I have done some work in the Root Refining Company case. I mention these several itmes only that the several cases may be in your mind.

Will you be good enough to have the company send me a check for such amount as you and it may deem proper?

With kindest regards and best wishes for the year, which I hope will not be so troublesome as it now seems certain to be, I am,

Yours very truly,

HUGH M. MORRIS

HMM-Tr

Universal Exhibit 29

Letterhead of

HUGH M. MORRIS
DU PONT BUILDING
Wilmington, Delaware

Mr. Hiram J. Halle
30 Rockefeller Plaza
New York City

February 20, 1942

My dear Mr. Halle,

At Judge Haight's funeral you told me that the last time Judge Haight talked to you, he had spoken of me. It happens that the last time that Judge Haight talked with me, he likewise spoke of you.

On January 3, 1942, I wrote to Judge Haight and enclose herewith copy of my letter of that date to him.

Judge Haight called me a few days before his lamented death, telling me that he would talk with you about the matter. I assume from what you told me that he did. It may be that at such conference, you discussed the amount of the check which should be sent to me at the present time, on account of the present proceedings in the Root Refining case, fee in the Mid-Continent case, and in the nature of a retainer in the Crew-Levick case.

When Judge Haight spoke to me, he suggested that I withhold any charges at the present time in the Octane case.

In the event that you and Judge Haight agreed upon the amount that should be now paid to me in the first three of those four cases, I should be satisfied with whatever you agreed upon. In the event that you and he did not, I suggest for your consideration the sum of $7,500.

With warmest regards, I am,

Yours very truly,

HMM-Tr

HUGH M. MORRIS

Universal Exhibit 29

New York, New York, February 24, 1942

Hon. Hugh M. Morris
Du Pont Building
Wilmington, Delaware

Dear Judge Morris:

There was no discussion with Judge Haight as to the amount now to be paid you in the three cases referred to in your letter of February 20th.

Your suggestion of $7,500.00 is acceptable and payment to you for this amount is being authorized. A check will be issued and sent you from Chicago.

With assurance to you of personal regards and with all good wishes, I am,

Sincerely,

H. J. HALLE (s)

HJH:MGB
cc Edward J. O'Mara, Esq.
JGA

Universal Exhibit 30

Thursday, September 12, 1935

258th Day — Old Defenders Day (Baltimore, Md.) — 110 Days to come

Mr. Dwight called on Hgtt
Mr Segny called
C'm J
Messrs Russell & Whitney called
Judge Haight called
Douglas Curry phoned Hgtt
Mr Halle phoned Mr Gary
x30

Universal Exhibit 31

Letterhead of

WALL, HAIGHT, CAREY & HARTPENCE

Counsellors at Law

15 Exchange Place, Jersey City, N. J.

November 19, 1935.

Universal Oil Products Co. v. Root Refining Co., et al

Dear Mr. Halle:

Enclosed herewith is a full statement of my services and disbursements in the above matter.

As you will notice, I have received on account of services the sum of $20,000. The disbursements amount to $644.59. I have made a total charge of $70,000., which I understand is satisfactory to you. The balance therefore due on the bill is $50,644.59.

Sincerely yours,

T. G. HAIGHT.

Mr. Hiram J. Halle,
50 West 50th Street,
New York City.

Encl.

P. S. When I discussed the matter of the charge with you last week, I was under the impression that I had received $25,000.

Universal Exhibit 32

	Total Expenditure for Patents, Infringements and General Legal	Deduct General Legal	Balance for New Patents and Infringements
1931	$389,667.06	$ 24,494.47	$ 365,173.59
1932	502,009.98	17,595.27	484,404.71
1933	369,024.80	23,175.87	345,848.93
1934	388,947.34	29,176.43	359,770.91
1935	380,210.58	27,455.07	352,755.51
1936	445,863.58	30,207.39	415,656.19
1937	591,102.42	54,797.13	536,305.29
1938	613,560.64	77,491.23	536,069.41
1939	571,541.23	100,124.47	471,416.76
1940	484,634.63	67,165.47	417,469.16
	$4,736,553.26	$451,682.80	$4,284,870.46

Universal Exhibit 33

SERVICES PAID TO
WILLIAM F. HALL, CHARLES M. THOMAS and
THOMAS G. HAIGHT
for the ten year period 1930 to 1939, inclusive

	TOTAL	Spear, Donaldson & Hall	Charles M. Thomas	Wall, Haight, Carey & Hartpence
Year 1930	$ 51,630.00	$ 23,130.00	$ 28,500.00	$ —
" 1931	33,425.00	4,175.00	29,250.00	—
" 1932	66,565.00	28,565.00	28,000.00	10,000.00
" 1933	49,154.60	20,650.00	28,504.60	—
" 1934	64,186.35	13,950.00	31,236.35	19,000.00
" 1935	98,629.90	12,675.00	30,954.90	55,000.00
" 1936	54,956.85	17,925.00	29,331.85	7,700.00
" 1937	59,149.10	22,074.10	28,075.00	9,000.00
" 1938	54,141.00	23,750.00	30,391.00	—
" 1939	51,315.00	16,250.00	24,665.00	10,400.00
	$583,152.80	$183,144.10	$288,908.70	$111,100.00

Universal Exhibit 34

C. L. Stokley & Son
GROWERS AND SHIPPERS
FLORIDA FRUIT AND VEGETABLES
MT DORA, FLORIDA

Note Income & Exp Statement
Freight was paid W x Stokley & Son for fruit
hauled before C L Stokley & Son took over truck

GMC Truck

W.K. Stokley	600 00
Finance Co.	614 93
Petersburg Repairs	37 00
Southeast Coil & Rim	63 75
Shirley Meyers	60 00
Firestone 1938	165 00
Keyser Sanford	130 00
Keyser Starke	20 00
Firestone Tires	465 00
Adjustment -	100 00
	2300 68
Running Exp for Management	1500 00
	$3,800.68

Pick up truck

Running Expense Home	250 00
Stokley	250 00
Tires	23 75
	$523 75
Insurance - Truck	78.90
Hospitalization	100.38
Life	402.20 408.58

Universal Exhibit 34

C. L. Stokley & Son
GROWERS AND SHIPPERS
FLORIDA FRUIT AND VEGETABLES
MT. DORA, FLORIDA

Note - Cont'd

Fertilizer - Expense from bookkeeping
March 1, 1937 to March 1, 1938 - $2,940.27
March 1, 1938 to Sept 1, 1938 907.03
$3,177.80

Repairs to Negro Houses
10 Laundry Toilets $100.00
Paint 5 houses 154.00
Repairs Chimney roof pk. 88.00
Windows sills rotted 28.50
$470.50

Negro Labor
(1st per day cutting & on land
August & 1/2 Sept)
6 weeks at $30 — $180.00

Household Living Expense
Household Expense $600.00
Do Stock upkeep 400.00
$1,000.00

Universal Exhibit 35

DATE Dec. 10, 1935

Universal Oil Products Co.

	TIME
Conf. at Halle's office at 9.30 with Halle, Whitney and Judge Hite and later with Lee Gary in connection with policy to be pursued regarding assignment of patents from So. Dakota to Delaware Co., considering its effect on pending litigation, judgments, etc., also extended discussion with respect to anti trust suit threatened by the Donnelly Co. considering form of reply to be made to ColDonovan's letter in connection therewith, etc.	3½

RED

READ AND APPROVED

Universal Exhibit 36

The reserve for litigation expenses represents the estimated provision for fees and expenses of counsel in the Winkler-Koch and other suits.

The changes in the reserve during 1935 were as follows:

Balance as at January 1, 1935		$144,236.11
Add—Amount provided out of earnings during the year ending December 31, 1935		60,000.00
		$204,236.11
Deduct—Payments during 1935 as follows:		
Morgan S. Kaufman	$25,000.00	
Thomas G. Haight	55,644.59	
R. R. Brewster	5,000.00	85,644.59
Balance at December 31, 1935		$118,591.52

Universal Exhibit 37

The reserve for litigation expenses represents the estimated provision for fees and expenses of counsel in the Winkler-Koch and other suits. The changes in the reserve during the period were as follows:

Balance as at January 1, 1936		$118,591.52
Add—Amount provided out of earnings during the year ended December 31, 1936		60,000.00
		$178,591.52
Deduct—Payments during 1936 as follows:		
H. M. Morris	$ 5,000.00	
Thomas G. Haight	7,820.05	
Morgan S. Kaufman	25,000.00	
Hughes, Schurman & Dwight	5,011.30	42,831.35
Balance at December 31, 1936		$135,760.17

Universal Exhibit 38

	Mr. Whitney	
Universal Oil	12/10/35	5576
CLIENT		

General

	4	
SHORT TITLE	HOURS	QUARTERS

DESCRIPTION OF SERVICE

Conference Halle, Dwight, Haight re (1) threatened anti-trust suit of Donnelly (2) Mid-Continent negotiations, and (3) substitution or joinder as party plaintiff in various patent suits of Universal of Delaware.

Letter to Donovan re threatened Donnelly suit.

SERVICE MEMO.

IN THE

UNITED STATES CIRCUIT COURT OF APPEALS

FOR THE THIRD CIRCUIT

Nos. 5648, 5546

ROOT REFINING COMPANY,
Defendant-Appellant,

v.

UNIVERSAL OIL PRODUCTS COMPANY,
Plaintiff-Appellee.

Report of Thomas Raeburn White, Master, Sur Order of Reference of November 26, 1941

This case is a consolidation of two cases begun in 1929 and 1931, respectively, in the United States District Court for the District of Delaware by Universal Oil Products Company (hereinafter referred to as "Universal") v. Winkler Koch Engineering Company, and Root Refining Company.

The plaintiff charged that certain process patents owned by it had been infringed, demanding an injunction and an accounting.

The consolidated case was so proceeded with that on April 29, 1934, a decree was made in favor of the plaintiff, the court finding that the two patents relied upon were valid and infringed. Appeals were taken to this court on July 12, 1934, were argued on January 7, 1935, before Judges

Buffington, Davis and Thompson, and were decided on June [2*]26, 1925, in one opinion which was filed by Judge Davis affirming the decree of the court below. A petition for rehearing was filed but denied on August 6, 1935. On September 3, 1935, a petition for a writ of certiorari was filed and was denied by the Supreme Court on October 21, 1935. The litigation was afterwards settled by the parties. The consolidated case is hereinafter referred to as the "Root" case.

Universal was engaged in the licensing of patented processes for the cracking and refining of petroleum; its license fees ran into very large sums and if the patents in question had been declared invalid or not infringed, the effect on Universal's business would have been very serious. It had suits pending against other refiners in different parts of the country and was engaged in a vigorous effort to establish the validity of its patents in order to maintain its licensing system.

On June 20, 1941, certain counsel who had represented the Root Refining Company in the above mentioned litigation, Hon. Arthur C. Denison, of Cleveland, Ohio, J. Bernhard Thiess, Esq., and Thorley Von Holst, Esq., of Chicago, Illinois, filed a petition with this court as *amici curiae* averring certain facts which they contended should cause this court to investigate its decision in the Root case to ascertain whether there had been any fraud in connection with it. Although the case had been settled, the decision was used as a precedent and in some cases was claimed to be *res judicata* on the ground that other companies had participated in its defense.

An answer to this petition was filed by Universal; the matter was argued before this court and an order made on

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*Figures in bold brackets refer to original pages of report of Master White.

November 26, 1941, appointing the undersigned Master "with authority to examine, investigate and to make and report to this court his findings and conclusions concerning the relationship and dealings, if any, between Universal Oil Products Company, the plaintiff-appellee above named, Morgan S. Kaufman, and former Circuit Judge J. Warren [3] Davis, and any and all persons acting for or on behalf of any of them in connection with the above entitled causes and the entire subject matter of the prosecution and disposition of the said causes, and in particular whether there was in connection therewith such fraud, corruption, obstruction or distortion of justice as tainted and invalidated the judgments rendered by this court in the above entitled causes on June 26, 1935."

This court also, by the same order, directed the Master to investigate the records, documents and other evidence which had been developed by the Department of Justice in connection with the investigation of the conduct of Judge Davis and his prosecution, together with the said Morgan S. Kaufman, for obstruction of justice in two cases tried in the United States District Court for the Eastern District of Pennsylvania, including Grand Jury proceedings in New York and Philadelphia, and gave the Master appropriate power to issue subpœnas and to take testimony in any judicial district of the United States for the purposes aforesaid.

Pursuant to the direction of the court, I examined the records, documents and other evidence in the possession of the Department of Justice, the proceedings before the Grand Juries in New York and Philadelphia, the record of the two trials above noted and took testimony at twenty-two hearings, one of which was held in Chicago and the others in Philadelphia. 1479 pages of testimony were taken and transcribed, and 288 exhibits were admitted in evidence, all of which I file herewith together with transcripts from certain proceedings before the Grand Jury in New York admitted to be

correct (Record 42, 65 [123-4, 137-8*]). The pleadings and briefs in the Root case were also by reference made a part of this record. The hearings were attended by the above named *Amici Curiæ* until the death of Judge Denison, which occurred on May 25, 1942, and thereafter by the surviving *Amici Curiæ* (hereinafter referred to as *Amici*), and by counsel for Universal. I have been greatly assisted by the thorough and intelligent presentation of the matter [4] by counsel on both sides and by able and extensive briefs which have been filed with me, the last one being received on August 21, 1943.

Many objections to the testimony were made, upon some of which I reserved judgment. I now sustain the objection to the testimony relating to the business of the Maretz Bus Line (R. 2537-2550 [1251-7, 2962, 2963, 2965]) and the circumstances under which an order was made in reference thereto by Judge Johnson as being immaterial to the present investigation. I also sustain the objection to the testimony beginning on page 3738 [1900] of the record relating to remarks made by Judge Davis to one of his fellow judges as too remote from the issues now under consideration. For the same reason I sustain the objection to the testimony relating to Mifflin Chemical Company case (R. 3745-3750 [1963-7]). Other rulings will be referred to later.

Amici and counsel for Universal have submitted to me numerous requests for findings of fact and conclusions of law which go more into detail than may appear to be necessary, but in order that a reviewing court may have before it all of the facts which counsel deem relevant, I have concluded to answer all their requests. These requests and my answers are included herein as a part of my report, page 33 [3551]. Any statements of fact or conclusions of law contained in the body of my report, if not fully covered by

*Figures in brackets refer to pages of printed record. Figures in parentheses refer to pages of stenographic transcript of record.

the answers to requests, may be considered to be findings and conclusions.

The facts from which it is claimed the inference may be drawn that the decision in the Root case was tainted with fraud sufficiently appear from the following recital and discussion.

At some time during the progress of the Root case, Morgan S. Kaufman, a lawyer who practiced in Scranton, Pennsylvania, was retained by Universal. Kaufman for some years had been a referee in bankruptcy and had appeared in a number of cases in the Pennsylvania and Federal courts, but he had no knowledge of patent law and [5] was not an outstanding lawyer. He was, however, an intimate friend of Judge Davis, then a member of this court.

When Kaufman was retained is not satisfactorily disclosed by the testimony. It is contended by Universal that he was retained by one of counsel for Universal, now deceased, Frank L. Belknap, Esq., in the spring of 1932, and that Belknap at that time agreed with Kaufman that he was to accept no other retainer from oil companies and was to hold himself available for services for which he would be well paid.

Amici contend that Kaufman was not retained at that time but much later, after the Root case was in this court—possibly after the case had been argued. Amici point to the fact that there is no documentary evidence that Kaufman was connected with the case or with Universal until April 15, 1935, when there is an entry in the diary of Halle, president of Universal, indicating that Kaufman called on him on that date in company with one of his other counsel, the late Judge Haight (R. 560 [284-5]).

There were a number of counsel for Universal who were active in the litigation. Some of them had never heard of Kaufman's connection with the case until 1935 or even later, while others were very guarded in their statements. The

leading trial counsel in the Root case, Judge Haight (now deceased), made a statement to the Assistant United States Attorney during the investigation of the conduct of Judge Davis, which by agreement was placed on this record. Being asked whether Kaufman had been retained, he replied: "I can only give you that by hearsay, and taking it on that basis I say yes" (R. 653 [2604]). Other counsel were similarly careful in their statements. None of them knew except by hearsay when Kaufman was retained.

Amici introduced Mr. Belknap's diaries, from which it appears that the date now fixed by Kaufman as the date when he met Mr. Belknap in the Bellevue-Stratford Hotel, Philadelphia, and was retained by him cannot be correct, for at that time Mr. Belknap was in California recovering from an illness (R. 260-261 [220-1]). Kaufman's name did not [6] appear among Mr. Belknap's diary entries (R. 260, 279 [220, 232]). Kaufman's statements regarding the date of his retainer were not altogether consistent. In his testimony before the Grand Jury, in New York, he testified that at the time he was retained he thought Belknap informed him that testimony was then being taken in the Root case (R. 1691 [806-7]). As the trial in that case did not begin until June 21, 1932 (R. 1478 [2774]), this would put the date of the interview later than June 21st. In the proceedings before me Kaufman testified that he had been misunderstood and that his "best guess" was that the interview with Belknap was in March or April (R. 1678 [798-9]). He never appeared in the Root case at any stage; his name did not appear on any briefs, records or memoranda used in the case.

I have carefully considered all of the testimony with reference to this matter and I have come to the conclusion that there is nothing in the record upon which I can base a finding as to the date when Kaufman was retained. The date is important only as bearing upon the question whether

the length of time during which Kaufman was under retainer would explain the compensation paid him.

The evidence is in conflict as to what, if any, legal services Kaufman performed in the Root case. Kaufman, testifying before the Grand Jury in New York, said that when briefs were drafted either at the Universal office or at Judge Haight's office, "copies would come back to me, and I would redraft them or send them back in such form as I thought would be necessary, or go over there and straighten the thing out." (Excerpts from Proceedings before the Grand Jury, New York, filed herewith, p. 56 [2277-8].) He also said that he spent one afternoon in conference with counsel at the offices of Universal Oil Company prior to the argument of the appeal (Id. 62-63 [2281-3]). He again said (Id. 64 [2283]) that he had been sent "rough copies" of the briefs for his criticism. In these proceedings Kaufman testified that he discussed the Root case with Judge Haight (R. 1705 [815]), but he did not remember the substance of the discussion (R. 1707 [816-7]). He further testified (R. 1708 [817]):

> [7] "Q. Have you any recollection as to the subject matter of the conversation when you saw him at those times?
>
> "A. About the character of the case and the progress of the case. He was a great fellow to sit down and show me the—how this apparatus was working and all that sort of thing, great fellow to draw outlines and show me the importance of how the Dubbs patent—I think it was an improvement on some old patent—that they had, and how some Eugoff——
>
> By Mr. Harris:
>
> "Q. Egloff?
>
> "A. Egloff, that is right, is even an improvement on that, and all that line. We had spent many very

pleasant hours consulting, that is, discussing this matter."

On the other hand, Judge Haight's statement to the United States Attorney referring to Kaufman's services was as follows (R. 654-655 [2604-5]):

"A. I never asked him to do anything. When we were preparing the brief here in New York, I called him over and told him we thought it inadvisable to put his name on the brief, because I knew from what had been told me once down there that a resettlement had occurred when some one was put in a brief that wasn't in the lower court and wasn't a patent lawyer, and I was afraid of the effect it would have on Judge Buffington particularly, because his brother was a pretty warm friend of Judge Buffington's. He agreed with that.

"Q. He did no work with respect to the brief?

"A. No, it would have been useless to have him do work with respect to the brief. We were pressed for time.

"Q. As far as active participation and preparation of the brief or the case in any way, he did nothing?

"A. That's right."

Judge Morris' testimony was to the same effect (R. 227 [198-9]).

[8] It is not now claimed by Universal that Kaufman performed legal services in connection with the Root case to any substantial extent and I find that he performed none.

The record, however, discloses that he was paid, admittedly for services in the Root case, $25,000 on October 22, 1935 (R. 389-392 [2528, 2529]) and $5,000 on July 27,

1936 (R. 1805-1807 [870-3]). He was also paid during the year 1936 $20,000 additional, making a total of $50,000. The two payments of $10,000 which were made to him on March 18, 1936, and December 2, 1936, were said to be retainers for the years 1936 and 1937, during which it is alleged he was expected to render services in other cases which were pending or about to be begun. The testimony, however, has convinced me that Kaufman would not have been paid these "retainers" except for his services in the Root case, and that the agreement to pay the retainers was entered into as a part of the transaction whereby he was compensated for whatever services he had performed in the Root case.

Halle testified that in September, 1935, Kaufman asked him for $35,000, allegedly compensation for a retainer for three and one-half years at $10,000 a year; that he objected to the amount requested and after some discussion he agreed to pay Kaufman $25,000, in view of a continuing "arrangement" with him involving a further retainer of $10,000 a year (R. 517, 590-593, 599-600, 640-641 [304-6, 309-11, 335-7, 2578]). He said that Kaufman made no objection to this arrangement and accordingly he was paid $25,000 on October 22, 1935. Subsequently, when the final payment of $10,000 was made, Halle requested information as to the amount which Kaufman had been paid and had before him a memorandum made up by his bookkeeper showing that altogether, with the payment about to be made, Kaufman would have received $50,000. (Amici Ex. 37, R. 834 [2610].) If the only question then before Halle was whether Kaufman was entitled to a $10,000 retainer for the ensuing year, the question as to how much he had been paid for the Root case seems immaterial. Mr. Halle made it clear that when this last payment was [9]made, the obligation to Kaufman was ended so far as he was concerned (R. 543, 567, 624 [289-90, 326, 2592]).

There is no credible evidence from which I can find what the arrangement made with Kaufman was at the time he was retained. The only evidence on this point is from Kaufman himself, all other statements regarding it being merely hearsay. His testimony is that he was retained in March or April of 1932 (a date which is certainly incorrect), and that while no definite arrangement was made with him at the time, he was promised that he would be well compensated with the suggestion that he would fare better if he waited until the case was over, and with the understanding that he was to accept no other retainer from oil companies. The theory which Universal has presented in these proceedings is that Kaufman was retained at or about the time stated by him; that he was paid at the rate of approximately $7,000 a year for three and one-half years, $5,000 additional because another case had been profitably settled on account of the decision in the Root case, $10,000 as a retainer for the year 1936 and $10,000 as a retainer for the year 1937, both sums, however, being paid in the year 1936.

The real question involved here is whether the arrangement with Kaufman was a retainer in the normal sense or an agreement to pay him a fee in the event of success in the Root case. The facts developed by the testimony, including Kaufman's recital of his conversation with Belknap, point to the conclusion that the arrangement with Kaufman was that he was to be paid a substantial fee if the Root case was ultimately decided in favor of Universal. If he had been retained on a "hold off" basis as claimed, a fee would have been due him whether or not the Root case was successfully terminated, and in the normal course of events such retainer would have been paid currently. It is admitted that Kaufman received nothing at all until after the Supreme Court had finally denied the petition for certiorari in the Root case, and that he was paid $25,000 on the day after the [10] certiorari was denied. The voucher directing the issu-

ance of the check to Kaufman is dated October 18, 1935, and reads that the payment was to be made "on account of legal services to date in connection with the Root-Winkler Koch case and pending matters" (R. 384 [2525]). The check was dated October 18, 1935 (R. 390 [2528]), but it was not delivered until October 22nd, certiorari having been denied on October 21st.

Universal contends that the delay in delivering the check to Kaufman was merely accidental, due to delays in its accounting department, but this is not in accordance with the testimony of Kaufman himself (R. 1755-1757, 1765 [845-6, 851]). He testified as follows:

> "Q. And am I correct in saying that your payment was delayed until that decision was to come down?
>
> "A. Well, I don't know whether you would say the word 'delay', but it was not to be given to me. I asked for it beforehand, but it was not delivered to me until the decision was handed down. That is correct" (R. 1765 [851]).

It will be noted that Kaufman in his answer not only said that the check was not actually delivered to him until the Supreme Court had denied the certiorari, but that it was "*not to be given*" to him until the denial had occurred. This appears to be a plain recognition that the $25,000 payment was contingent upon final success in the Root case. It is conceded that Kaufman never asked for any money until after the decision by this court, and, as above indicated, he was put off until after the Supreme Court had acted upon the petition for certiorari.

I conclude that there was an agreement or understanding between Universal and Kaufman that he was to be paid a substantial fee if and when the Root case was finally decided favorably to Universal. The question then arises: what serv-

ice was he expected to perform in return for this fee? As to this, there is substantially no evidence. Mr. Halle's testimony on this point was vague and unsatisfactory (R. 638-645 [334-7, 2598, 2599]). There was no need for local counsel in [11] Pennsylvania and Kaufman was not asked to assist in the trial or argument of the case.

What Kaufman was to do in return for the money he was to receive, and did receive, can only be inferred from what he did. Immediately after he had received the $25,000 payment, he was requested by Judge Davis to meet him in his chambers, together with a man named Charles L. Stokley, said to be a distant cousin of Davis', who lived at Mount Dora, Florida. This meeting took place on October 24, 1935, two days after Kaufman had received his check (R. 2355, 2356 [1144-5]). The interview which then took place was described at some length by Judge Davis, by Mr. Kaufman and by Mr. Lord, Judge Davis' secretary. The substance of the interview was that Kaufman agreed to loan $10,000 to Stokley on the security of certain property most of which Stokley had formerly owned, but title to which he had lost (subject to redemption) to the Town of Mount Dora by reason of inability to pay paving liens assessed against it.

A contract covering the details of the loan was then drawn up with the assistance of Mr. Lord, Davis' secretary, and Miss Kleish, his stenographer; subsequently, after certain matters which afterwards arose were adjusted, Kaufman drew his check for $10,000 to the order of R. F. Lord, attorney, against a bank account in which he had deposited the $25,000 check received from Universal and in which account he had not enough other money to meet the check. Lord took this check to Florida, used it to redeem Stokley's property from the Town of Mt. Dora, secured from the town and from Stokley and his wife papers vesting title to the property agreed upon as security in Kaufman, recorded these papers and sent them to Kaufman, together with a policy of

title insurance. A revised contract dated November 25, 1935, was signed setting forth the terms of the transaction providing for the repayment of the $10,000 to Kaufman with interest at the rate of 8% per annum and that the properties would be reconveyed to Stokley upon repayment of the loan with interest (R. 1596 [2825]).

[12] There are two questions concerning this transaction about which much of the evidence has revolved.

The first question is whether it was a legitimate business transaction entered into by Kaufman as an investment or was merely a device to benefit Davis with intent to influence his judicial action or in compensation therefor.

The second question is whether the loan was made as compensation to Davis for his favorable decision in the Root case.

I have no difficulty in finding that the loan was not a *bona fide* business transaction entered into for profit by Kaufman, but that it was made as a favor to Judge Davis in response to a request from him. Although Kaufman apparently dictated the agreement between himself and Stokley in the first instance, or at least was present when it was dictated by Davis' secretary, Mr. Lord, Kaufman gave little or no attention to the matter from that time forward except to issue his check when he was requested to do so. All the details with reference to the loan and the security therefor were attended to by Judge Davis and Mr. Stokley; Kaufman, so far as appears, was not even informed of the various steps taken in connection with the matter. He had no information except statements made to him by Stokley and Davis with regard to the value of the land received as security which he has never seen (R. 1933 [941]). He testified that he relied upon Lord as his attorney to see to it that the proper conveyances were made and the title checked (R. 1887, 1894-95, 1927 [921, 923-6, 940-1]), but Lord said that he was a mere messenger acting at the request of Judge

Davis; that he did not act as attorney for Kaufman and was paid no fee (R. 1574-1576 [743-5]).

Kaufman was aware of the fact that Stokley had lost title to his property because he had been unable to pay paving liens which had been assessed against it, and it was a reasonable inference that Stokley would not make application to him for a loan unless he had failed to get it from sources in Mount Dora or its vicinity. The transaction bears no resemblance to a *bona fide* investment.

[13] As bearing upon the question whether this loan was a *bona fide* investment or was intended to benefit Judge Davis for some fraudulent purpose, I admitted in evidence testimony relating to another transaction (hereinafter referred to as the Fox transaction) involving Davis and Kaufman, which began the same year during which payments were being made on the Stokley loan. Counsel for Universal objected to the admission of this evidence, but I admitted it on the theory that where the question at issue is the intent or purpose with which an act is done, a similar act at or near the same time involving the same persons may be shown in order to throw light upon the intention of the parties. Particularly is this rule applicable, I think, where an act apparently innocent on its face is charged to have been done with a fraudulent intent, and a similar act at or near the same time, done by the same persons, is shown to have been done with such intent. The following authorities, I believe, sustain this ruling: *Wood v. United States*, 16 Peters 342; *Commonwealth v. Mezick et al.*, 147 Pa. Superior Ct. 410, 24 A. 2d 763; *Commonwealth v. Bell*, 288 Pa. 29, 135 A. 645; *State v. Williams*, 136 Mo. 293, 38 S. W. 75; *National Labor Relations Board v. National Seal Corporation*, 127 F. (2d) 776; Wigmore on Evidence §302 and §343.

Many of the facts regarding the Fox transaction were brought out in the criminal trials to which reference has been made, and in disciplinary proceedings against Kauf-

man who has now been disbarred. They are briefly as follows:

William Fox, who had large investments in the moving picture industry, became heavily involved and on May 29, 1936, filed a voluntary petition in bankruptcy in the United States District Court for the District of New Jersey (R. 2855, 3466 [1764-5, 3016]). Kaufman had represented Fox in a previous matter (R. 1673-77 [795-8]) and was a friend of his, although there is no evidence that he represented Fox professionally in the proceedings about to be referred to. Fox, however, had advised him of his impending bankruptcy (R. 3468 [1766]) and [14] Kaufman kept in touch with the proceedings (R. 3489 [1779]). Kaufman introduced Fox to Judge Davis about the time his bankruptcy petition was filed (R. 2457, 3469, 3470 [1200-1, 1766-7]). Upon the occasion of this meeting Fox introduced the subject of his bankruptcy proceeding (R. 3470, 3471 [1767-8]); recited his "troubles" to Judge Davis, and inquired whether Davis and Kaufman knew the referee before whom the proceedings would take place. Davis and Kaufman said that they did not know who the referee was, but if they found out they would try to see that a certain procedure, which Fox preferred, would be carried out (R. 3472-3473 [1768-9]). Kaufman and Judge Davis did call on the referee in bankruptcy, Robert E. Steedle, Esq. (R. 2012-13, 2456-57 [983-4, 1199-1201]); Judge Davis invited him and Mrs. Steedle to dinner (R. 2467, 2468, 3016 [1206-7, 1207-8, 1497-8]) and to his daughter's wedding which took place that summer (R. 2469, 3017 [1207-8, 1498]), although he had never previously known him. Davis also took Steedle fishing twice in a borrowed boat (R. 2459-2461 [1201-3]) and suggested to Steedle that he might be advanced to a judgeship (R. 2463-2464 [1204-5]). Kaufman also called upon Steedle at least twice (R. 3655, 3680 [1847, 1862]) and Judge Davis telephoned several times (R. 3031 [1508]).

Mr. Steedle is now deceased. I admitted in evidence a memorandum made by him, in which he recorded a number

of incidents in which Kaufman and Judge Davis were involved, which he evidently thought were intended to influence him improperly in the discharge of his duties as referee in bankruptcy in the Fox case. My reasons for admitting this document are fully stated in a memorandum opinion which I gave to counsel at the time and which is attached hereto as part of this report p. 83 [3601]. Since that opinion was filed, one of the cases which was discussed in it has been before the Supreme Court of the United States (*Palmer et al. v. Hoffman*, 318 U. S. 109), and counsel for Universal argue that the opinion of the court in that case should change my opinion as to the admissibility of the memorandum. There is some language in the opinion of the Supreme Court which seems to afford basis for their argument. I think that case [15] distinguishable and that the memorandum was properly admitted, but as the statements contained in it are not necessary to a decision and are merely corroborative of evidence given by other witnesses, I have not considered them in arriving at my decision and now grant the motion to strike the Steedle memorandum from the record. I have also excluded from consideration and grant the motions to strike exclamations or remarks made by Mr. Steedle, in one instance when called on the telephone by Judge Davis (R. 3031 [1508]) and in another at the conclusion of one of Mr. Kaufman's visits (R. 3679 [1861-2]).

There is no doubt, however, as shown by other evidence, that Kaufman and Judge Davis displayed an unusual interest in Steedle from and after the time when the Fox bankruptcy petition was filed.

In July of 1936 Kaufman visited Fox in Atlantic City and told him that Judge Davis was in need of $15,000 to pay the wedding expenses of his daughter, and requested a loan to Davis in that amount (R. 3475 [1770-1]). Fox obtained the money, allegedly by borrowing it from his wife, and delivered it to Kaufman, who, in turn, gave it to Davis

(R. 3475-3480 [1770-4]). Subsequently, Davis solicited another loan in the amount of $12,500 from Fox, which Fox made him largely in $1,000 bills (R. 3481-3484 [1774-6]). These "loans" have not been repaid.

It is argued that the testimony as to this second loan at least should be excluded on the ground that Kaufman was not directly concerned in it. However, it is corroborative of the fact that Davis had obtained the $15,000 loan through Kaufman as it shows his willingness to accept favors from Fox while his cases were pending or about to be appealed to the court on which Davis sat.

There are other facts which bear on this question. Fox testified in the second criminal trial that on Sunday evening, March 16, 1941, Morgan Kaufman came to the home of Fox's attorney, Becker, while Fox was conferring with Becker and told Fox that Judge Davis wanted to see him. [16] He advised Fox to "secure a room at the Pennsylvania Hotel under the name of Herman Goldberg", (R. 3498 [1784-5]) for the interview. Becker relayed this advice to Judge Davis and Davis registered under that name (R. 2525, 2526 [1243-4]) at another hotel. At a conference between Davis and Fox which took place at this hotel the next day, March 17, 1941, Davis expressed to Fox his alarm over the fact that the Government had traced the $1,000 bills which Fox had delivered to Davis and requested him to say that he had given these bills to a man named Lewis, then deceased, from whom Davis would say he had subsequently received them in payment of a loan (R. 3496 [1783-4]). Fox refused to make such a statement as he said it was not the fact and he would not be a party to it (R. 3497 [1784]). Davis did subsequently attempt to explain his having had possession of the $1,000 bills which the Government had traced by saying that he had gotten them from Lewis, although he made contradictory statements as to the time. Prior to this interview Davis says he "called Mr. Kaufman

and told him that the investigation was going on in Philadelphia, not knowing whether or not he had been informed" (R. 2525 [1243]).

At this time the matter principally under investigation was the $12,500 loan as to which the Government had traced the $1,000 bills; up to that time Fox had denied that such a loan had been made. A few days later, after consulting his attorney, Martin W. Littleton, Esq., he admitted the facts regarding the $12,500 loan and for the first time informed the Government attorneys of the $15,000 loan in which Kaufman was directly involved (R. 3516 [1795-6]) and of which they had previously known nothing. In view of these facts, it is impossible to escape the conclusion that Davis and Kaufman were both involved in all of these corrupt proceedings; otherwise there would appear to be no reason for Davis having turned to Kaufman at a time when he was being investigated concerning a loan with which Kaufman apparently had not been connected and for Kaufman's advice to Davis and Fox to meet in a clandestine manner. [17] These facts I consider to be ample basis for admitting the testimony with regard to the $12,500 loan.

The testimony is clear that subsequently this court decided five separate appeals in the Fox bankruptcy matter in favor of Fox. Some of these decisions were of an extraordinary character; some were delayed and others unduly advanced, apparently to favor Fox (R. 2839-2970 [1407-68]). Judge Davis denied that he wrote the opinions in these cases which were signed by Judge Buffington. I find, however, based on the testimony of Judge Buffington (R. 3556 [1821-2]), that Davis did write them. His effort to conceal the fact that he was the author of these opinions is a clear indication that his decisions were influenced by the money favors he had received.

The motive or purpose of the favor granted to Davis through the making of the Stokley loan must be considered

in the light of the testimony regarding the Fox transaction, and I find that it was made for the purpose of influencing or compensating Davis for favorable judicial action in cases in which Kaufman was interested.

The question remains whether Davis received or was to receive any financial benefit from this loan, for if not it might well be argued that the mere loaning of money to a relative of a judge is not sufficient reason to find there was any corrupt intent.

Amici contend that the transaction was a mere cover for a loan really made on behalf of Davis; that the loan was to be repaid to Davis or the property ultimately transferred to him, and that he was paid interest on it on several different occasions prior to the beginning of the investigation by the United States Government. On the other hand, Universal, and Davis and Kaufman, deny that Davis had any financial interest in the loan, and that while Kaufman may be criticized for loaning money at the request of Davis, there was no other impropriety in it.

It is undisputed that all the details of this loan were attended to by Judge Davis. The original request for a loan was made to Davis by Stokley in January, 1935 (R. 2652 [18]2655 [1291-4]). A number of letters and telegrams passed between Davis and Stokley and Davis and Cooley, attorney for the Town of Mount Dora, between that date and November 25th, when the loan was actually made. These letters and telegrams are in the record (R. 2267-2319 [2889 2946]). They refer to negotiations with the Town of Mount Dora as to the basis upon which the properties would be conveyed, the condition of the title, the security to be given, whether title insurance could be obtained and other matters of that character. There is no evidence that Kaufman paid any attention to these negotiations or knew anything about them. Pursuant to arrangements made by Davis the parties met on October 24, 1935, in Davis' judicial chambers and prepared a contract.

Subsequently, it appearing that the property could not be conveyed clear of all encumbrances but must be subject to certain taxes referred to as "county taxes", Davis entered into a vigorous correspondence with Cooley and with Stokley on the subject and ultimately succeeded in obtaining additional security from Stokley to cover the amount of this lien.

Amici contend that the contract between Kaufman and Stokley was revised by Davis to include the additional security after it had been prepared originally in Davis' chambers by Kaufman and Lord. It is apparent that some revision was made, but the evidence does not definitely show who it was that made it. It is perhaps not very important as there is no doubt from the testimony and the correspondence that every detail of the arrangement of this loan was attended to by Davis without consultation with Kaufman.

This, of itself, is not sufficient to justify the conclusion requested by Amici that the loan was made on Davis' behalf, but there is certain further evidence as to what was done after the contract had been executed and the money paid over.

On February 19, 1936, the day before Stokley had agreed in his contract with Kaufman to pay the delinquent county taxes, Davis sent a telegram to Stokley warning [19]him not to forget to pay his taxes on time (R. 2387, 2758 [2947]). Stokley was unable to pay these taxes and other obligations at that time and on March 10, 1936, Davis obtained a loan from one Ungerleider in Philadelphia in the amount of $1,000, and immediately loaned it to Stokley. With this money Stokley was able to discharge a lien on his fruit crop as well as to pay the taxes (R. 2755-2768 [1354-63]). Davis is largely indebted to Ungerleider at the present time. Later in the same month, March 31, 1936, Stokley wrote Davis that his first payment of interest on the Kaufman loan would be a little late. There is no evidence that any explanation was given to Kaufman. Many of the letters

passing between Stokley and Davis contain expressions indicating that it was Davis and not Kaufman who was the real party in interest.

More important, however, than these statements, although of much weight when their number and character are considered, are certain payments which Stokley made to Judge Davis during the period from the date of the Stokley loan until the investigation was begun. He made payments, inter alia, to Davis which were retained by him, as follows: $200 on June 22, 1936; $200 on July 7, 1936; $400 in February, 1937; $200 on August 1, 1937; and $400 on February 28, 1938. Davis now says these payments were on account of the principal of the $4,000 loan (R. 2414 [2949]), but that they were interest payments is indicated by such contemporary documentary evidence as there is. The first payment mentioned above Stokley referred to in a letter of June 18, 1936, saying: "I shall send on interest Saturday to you." (Amici Ex. 115, R. 2432-2433 [2957-8]). That these payments were not made on account of the principal of the $4,000 loan is also apparent from the fact that Stokley on February 9, 1937, paid $320 to Davis as a full year's interest at 8% on the loan of $4,000 due March 10, 1937 (R. 2414 [2949]). Had the earlier payments actually been applied to the principal of this loan, it would have been reduced accordingly and the interest would not have amounted to $320. Moreover, Stokley wrote to Davis on March 25, 1937, that [20] he was sending $500 as "first payment on Orange Co. Grove", which was the security for the $4,000 loan (Amici Ex. 114, R. 2427 [2954]). Davis acknowledged this letter and check as a payment on account of principal of the $4,000 loan (Amici Ex. 114, R. 2428 [2955]), and did not dissent from Stokley's statement that it was the *first* payment.

The last payment above noted made on February 28, 1938, Davis said he thought was made in cash or at least that it

might have been so made (R. 4094-4096 [2063-5]). This, however, appeared not to be the case from the testimony of Wilmer Stokley, who had acted as secretary for his father and who recalled that this payment had been discussed with Judge Davis, that it was made by check and that it was a payment of interest. He also said that he was quite sure that it was so designated both on the face of the check and the corresponding stub (R. 4316-4320 [2169-72]). Neither the cancelled check nor the stub of this check was produced, although the amount of the check appeared in Stokley's account at the Bank of Tavares as having been charged against his account on March 15, 1938 (R. 4333 [3338]). The check book covering the period during which this check was apparently drawn was, however, produced. It contained no stub corresponding to this $400 payment, although it shows on a stub dated February 28, 1938, that there was then a balance of $531.82 in the bank, and the stub immediately following, dated March 1st, shows a balance of $131.82, indicating that on one of these dates a check might have been drawn in the amount of $400. This stub book is an exhibit in this case (Amici Ex. 235, R. 4354 [3331]). It shows between the two stubs dated February 28th and March 1st, respectively, a very small portion of an intervening stub which had been torn out. This had been carefully done; a casual inspection would not disclose the fact that a stub had been removed. A list of "Expenses" made by Wilmer Stokley for his father in September 1938 contained an item reading "Interest paid Judge Davis 2-28-38, $400" (R. 3910-11 [3266]). Judge Davis presented an account book showing these payments as on ac- [21] count of principal of the $4,000 loan. He said he was "dead sure" the entries in this book were made contemporaneously with the dates of payment (R. 4119 [2079]), but when his secretary was called it appeared the items were copied from some earlier record which was said to have been destroyed (R. 4217-4220, 4244 [2121-3, 3313]).

Judge Davis' testimony, supported in part by his secretary, that these payments were not interest payments but were payments on account of the principal of the $4,000 loan, must be rejected in view of the documentary and other evidence to which reference has been made. That these payments were not interest on the $4,000 loan is obvious as they far exceeded the amount of interest which would have been due on that loan up to the time of the last payment, and Davis himself says that $320 had been paid to him as interest in full on the $4,000 loan up to March 10, 1937 (R. 4114 [2074-5]). It is also to be noted that while the payments were made at irregular intervals, they exactly equalled in each case either one-half or one-quarter of a year's interest on the $10,000 loan. There is no claim that interest was due Davis on an transaction other than the $4,000 loan. There is no evidence that Kaufman made any effort to collect the interest due on the $10,000 loan prior to the investigation of Judge Davis. I conclude and find as a fact that upon five separate occasions interest on the $10,000 loan was paid to Davis and retained by him.

An important consideration bearing upon the character of this transaction is the conduct of the parties involved in it. Not only did Davis falsely testify that the interest payments above referred to were payments on account of the principal of his $4,000 loan to Stokley, but Davis and Kaufman made contradictory and false statements as to the date when Kaufman was first spoken to by Davis with respect to the $10,000 loan.

Stokley lived in Mount Dora, Florida, and Davis stopped there over night in January, 1935, on his way to a small hotel known as the Battle Creek Sanitarium, near [22] Miami, where he expected to spend some time on his vacation. During this visit Stokley told Davis about the loss of his orange grove properties and asked him whether he could assist him in obtaining a loan to redeem them, pro-

vided he could arrange to compromise his indebtedness to the Town. Davis promised to see what he could do and upon his return from his vacation early in March, 1935, again stopped at Stokley's house and, Stokley says, told him that he had arranged to procure the necessary money, if the security was adequate, from Morgan S. Kaufman (R. 2658-2661 [1295-7]).

Stokley had previously testified on this point before the Grand Jury in New York. Referring to the interview in Judge Davis' chambers, when the loan was arranged, he testified:

> "Q. That was the first time then that you had heard of Morgan Kaufman's name in this picture? A. The first time I ever seen him was when I got—
>
> "Q. That wasn't my question. Is this the first time you had ever heard of his name in this picture? A. Yes—no—please put down no. He spoke of it, gentlemen—
>
> "Q. Who is he? A. Davis spoke of a gentleman in Miami that was spending the winter that he would see him and possibly he would make me the loan, but he didn't know that he would.
>
> "Q. Who was that gentleman? A. That was Kaufman who was spending the winter in Miami where Judge Davis was in the same city.
>
> "Q. When was it that Judge Davis told you this about the man in Miami? A. Possibly at my home or in the grove as I was telling you gentlemen or at the Lakeside Hotel.
>
> "Q. You mean at that original conference that you had with reference to the $10,000 loan? A. Yes, sir.
>
> "Q. In connection with the $10,000 loan how many times was Judge Davis in Florida in connection with that loan? A. He wasn't in connection with the loan;

he was in Florida spending the winter and I asked him about the loan and before he left the State of Florida [23]he told me of Kaufman and would notify me after he found out whether I would get the loan or not."

(Excerpt from Proceedings before the New York Grand Jury filed herewith, pp. 405-406 [2408-10].)

Stokley also said in the same proceedings that when he went to the conference in Judge Davis' chambers he had already heard of Kaufman and understood he was the man who would make the loan. (Id. 460-461 [2454-6].)

Davis' and Kaufman's statements with regard to the time when the loan was first discussed are contradictory. In the first criminal trial Davis testified that he first spoke to Kaufman about it "some time in the spring of 1935" (R. 2328 [1126-7]). Kaufman, testifying in the first criminal trial, said he told Davis in "the early part of the spring or summer of 1935" that he would make the loan if the value was satisfactory (R. 1863-1864 [905-7]). These two statements are in a measure corroborative of Stokley's statement that Kaufman's name as the prospective lender was disclosed to him in March. When the parties testified in the criminal trials they evidently did not realize the importance of this date.

Davis and Kaufman both now claim that they never discussed this matter until an accidental meeting on the train in August (R. 1864 [906-7]), which would be after the Root case had been decided. Davis also testified that he had endeavored, without success, to obtain the loan from two friends of his, other than Kaufman, both of whom are now deceased, during the period between his visit to Stokley on his way North and the date when he spoke to Kaufman in August. I find that this testimony is untrue and that Kaufman's name was disclosed to Stokley as the prospective

lender in March. The false testimony on the part of Davis and Kaufman is a clear indication that the transaction was an improper one and they were endeavoring to conceal its real nature.

That Stokley knew that the financial arrangements he had made with Judge Davis were not legitimate is apparent [24] from a letter which he wrote to one Eunice Cole dated December 19, 1940 (Amici. Ex. 205; R. 3877, 4416 [3259-60, 2212]). Mrs. Cole evidently had some knowledge with respect to certain of these transactions and, among other things, he said to her:

> "Where I made my mistake I sent the check with a Tavaries Bank ch to Judge D paying my years interest. I *should* have deposited ch from Ins. Co. in Bank of Tavares and made ch for the whole amt. They have sent for me to explain to the High Court why I called this ch in on policy. I shal tell them for business reasons . . . they believe we are holding out on government evidence in regards to the Investigation. *Now pleas* don't know anything or they will pick *you* to pieces *and* have Mr Barker up *there* as the government dont mind expences. . . . Should they come questioning you *know nothing*."

This is not the letter of an ignorant but innocent man. It is the letter of a man who knew at least that he had been involved in proceedings of a doubtful character.

The evidence in this case has convinced me that Davis had a financial interest in the loan made by Kaufman to Stokley and that he received substantial sums on account of this interest prior to the beginning of the investigation of his judicial conduct. There is no evidence before me from which I can find the extent of his interest, but that is not material to the matter submitted to me for investigation. I find that he had an interest and that is sufficient for present purposes.

This brings me to the second question above noted: Was the loan made as compensation to Davis for his favorable decision in the Root case?

Counsel for Universal say in their brief (p. 4):

> "We hold no brief for Kaufman or Davis; certainly the evidence offered upon the criminal trials placed them in no enviable light. We respectfully urge, however . . . that the Master has before him no evidence involving Universal in any dealings with Kaufman and Davis or in any fraud, corruption, obstruc- [25] tion or distortion of justice whatever, or from which any such inference or deduction may reasonably be made."

Counsel for Universal correctly urge that the testimony relating to the Fox case cannot be used against their client as it was not involved in that transaction. I have considered it only as bearing upon the question whether the Stokley loan was a *bona fide* investment by Kaufman or was intended to influence or compensate Davis for judicial action favorable to Kaufman's cases. The question therefore remains whether it was for his action in the Root case or in some other case that this favor was conferred upon him by Kaufman.

At the outset the question arises whether Davis knew that Kaufman was interested in the Root case. Both Davis and Kaufman deny that Davis knew that Kaufman was in the case. As to this there is no direct evidence and we must rely entirely upon inference.

There is, however, evidence which points incontestably to the conclusion that it was understood between Davis and Kaufman that the amount loaned to Stokley should come from the Root fee. Davis must therefore have known Kaufman was interested in that case. Davis and Stokley admit-

tedly had been discussing the loan since the latter part of January, 1935. Some time necessarily was consumed in coming to an agreement with the Town of Mount Dora as to the amount which it would accept in payment of the delinquent assessments but there were other facts brought out by the testimony which Amici argue indicate that Davis intentionally delayed final action on the loan until the Root case was finally decided. This is a reasonable assumption from some of the evidence in the case, including the letters passing between the parties but the most convincing evidence that the amount of the loan was to come from the Root fee is a telegram which Davis sent to Cooley on October 4, 1935 (R. 1882 [2840]), in which he said: "The money has been definitely promised from a reliable source and I [26] think it will be available in a few days." The "reliable source" was admittedly Kaufman (R. 2346 [1138-9]). At that time Davis knew that the petition for certiorari would probably be acted upon within a "few days", and had reasonable ground to believe that it would be denied as there was no federal question in the case. That the money was available without waiting for the certiorari to be denied, in the sense that Kaufman had plenty of money in his various bank accounts, is admitted (R. 1873 [912-3]). The only inference which can be drawn from Davis' telegram is that the money from which the loan was to come was not then available, but would be "in a few days." This points unerringly to the conclusion that it was not Kaufman's individual funds which were to be used in making the loan, but funds yet to be received from some other source.

When this evidence is considered in connection with Kaufman's statement that he was not to receive his fee until the certiorari was denied, the fact that he was paid his fee on the day following the denial of the certiorari, that arrangements for the loan were completed two days thereafter at a conference held in Judge Davis' chambers, and that the

check for $10,000 was drawn on a bank account in which the Root fee had been deposited and in which there were at that time not enough other funds to meet the check (R. 1969-1971 [967-8, 2852]), the conclusion is irresistible that the understanding between Davis and Kaufman was that when Kaufman got his fee in the Root case $10,000 of it was to be used for the Stokley loan.

The evidence taken in these proceedings has convinced me, and I find, that Davis and Kaufman had an understanding or arrangement between them, although it may have been entirely informal, that in cases in which Kaufman was interested he would procure some financial benefit for Davis in return for favorable judicial action. If this be true, it is incredible that Kaufman, who was retained in a case involving so large an amount of money as the Root case, for a period of three and one-half years prior to the [27] decision, as contended by Universal, or for some lesser period, should not have informed Davis of his interest in it. The testimony shows that they were often together with very intimate relations, and in particular that Kaufman was vacationing with Davis in the South at the very time when the Root case had been assigned to Davis for an opinion.

There does not appear to be any reason for the false testimony given by Davis and Kaufman regarding the date when Davis spoke to Kaufman about the Stokley loan except a desire to disassociate the Stokley loan from the Root case, which in itself gives rise to a strong inference that the two were connected.

Why Davis chose this method of procuring from Kaufman a benefit out of the Root fee can only be conjectured. But whatever the reasons may have been, I find that the Stokley loan was made pursuant to a previous understanding between Davis and Kaufman that Davis was to lend his influence to a favorable decision in the Root case and was to receive some financial benefit out of the fee which Kaufman was to receive.

Counsel for Universal strenuously contend that even if this were true, the decision in this case should not be held to be tainted with fraud if, as they claim, Universal did not know what Kaufman meant to do with the money it paid him. If a litigant pays a large sum of money to a lawyer from whom it neither expects nor receives any legal service, and it is afterwards shown that without its knowledge the lawyer has bribed the judge, it may well be questioned whether the decision of its case is not tainted with fraud. However, although there is no direct evidence that anyone representing Universal agreed with Kaufman that he was to bribe Judge Davis, there is evidence in the record which leads me to conclude that Universal was not entirely innocent.

In the first place, there is the fact that a large fee was paid to a comparatively unknown lawyer who was not competent to assist, and who was not asked to assist, in the [28] litigation, but who was a close friend of Judge Davis. If Universal did not expect legal services from Kaufman, then what services did it expect? As noted above, the testimony of the president of the company, Mr. Halle, on this point was vague and unsatisfactory (R. 639-641 [335-7]). Moreover, Mr. Halle's testimony is not entirely consistent with frankness. Testifying before the Grand Jury (R. 495 [2566]), he claimed he could not recall the names of any of the judges who sat in the Root case, although he admitted at other points in the testimony that the case was of the most vital importance to his company. He also said he could not recall having read the opinion in the case (R. 500 [2569]), although in view of the importance to his company of the opinion sustaining the validity of the patents, it is scarcely credible that he did not read it at the time. He later admitted that he did (R. 634 [332]).

Amici call attention to the fact that a considerable amount of documentary evidence that might throw light

upon the connection of Halle and Kaufman has disappeared, but as the records in question might have been lost or destroyed in normal course, I do not rest my decision on that fact.

Halle testified that he had a number of contacts with Kaufman by way of interviews or telephone calls during the period between the date he was said to have been retained in 1932 and the date of the decision in 1935 (R. 518-519 [2578-9]). A diary was kept by a receptionist in Halle's office in New York in which there was a careful record of persons who called to see Mr. Halle, to whom he telephoned or who telephoned him. Kaufman's name does not appear anywhere in this record until October 22, 1935 (see statement following R. 4479 [2231-5]).

While the omission of Kaufman's name in one or two instances might not seem significant, the fact that his name never appeared during this period, although Halle said he had communicated with him or received visits from him on several different occasions at this office, leads me to the conclusion that Halle's testimony is incorrect and that in fact [29] he did not communicate with Kaufman or receive visits from him as alleged during this period. It is true, as argued by Universal, that there was no evidence before me that the receptionist's diary was complete, but so far as I could see by my inspection of it, it was a careful record of all persons who called upon or telephoned Mr. Halle during the time he was in the New York office. Even if not a complete record, it is not probable that Kaufman's name would have been inadvertently omitted on every occasion when he called or telephoned.

There is one other respect in which Mr. Halle's testimony was not entirely frank. In the effort to explain the extremely informal character of his dealings with Kaufman, and particularly the fact that Kaufman had never submitted a bill of any kind (R. 512 [2575]), Halle testified be-

fore the Grand Jury on February 8, 1940, with considerable emphasis, that some of his attorneys rendered no bills, and when asked for particulars said that the firm of his leading trial counsel, Wall, Haight, Carey & Hartpence, never submitted a bill. He said: "Never had a bill from them; never had a receipt from them; never had any understanding with him [Haight] as to his fees' (R. 547 [2594-5]). After Judge Haight's death a letter from a member of his firm, explaining about the destruction of Judge Haight's diaries, referred to his bills in the Root case. These were then requested to be produced and an elaborate bill dated November 15, 1935, was thereupon produced (R. 1471 [2768]) which covers services in the Root case throughout its entire period to that date. This bill is initialed by Mr. Halle on the last page as being approved (R. 1494 [2788]). A second bill dated December 18, 1936, was produced which covered further services in the Root case (R. 1498 [2791]). This bill is likewise initialed by Mr. Halle (R. 1504, 1505 [2798]). A third bill dated February 2, 1938, was produced covering services subsequent to the bill last mentioned (R. 1509 [2801]) and this is also initialed by Mr. Halle (R. 1510 [2802]). Under date of December 9, 1941, two bills from the same firm were presented, one for services in another case and one for general services and these were also [30] initialed by Mr. Halle (R. 1514-1515 [2806-7]). There are also in the record letters from Judge Haight to Mr. Halle in which he refers to enclosed bills (see, for example, R. 1516, 1517 [2808, 2809]). In the testimony taken before me, Halle said: (R. 641 [336-7]) "May I say I didn't know until Judge Haight's death what the basis of his charges were to us. When he wanted some money he 'phoned me, or came in, and said, 'Can you let me have some money?' 'How much do you want, Judge?' 'Well, $10,000.' Sometimes it was larger, sometimes it may have been less. I said, 'Certainly.' . . . I never contested what was due him, but there was never any agreement with him."

This testimony was taken at a hearing held on May 13, 1942. Counsel for Universal argue that Mr. Halle's misstatements were due to faulty recollection. I would be inclined to accept this explanation were it not for the fact that Mr. Halle's erroneous statements regarding the bills from Judge Haight and his firm were made in 1940 before the Grand Jury, and two of the bills above referred to were received after that date. Halle must have been aware that he had made a misstatement when he initialed these two bills last referred to. The normal reaction of a witness who made an error of this kind would be to correct it or at least not to repeat the error at a subsequent date. In the proceedings before me, Mr. Halle's testimony before the Grand Jury was offered in evidence, before he testified (R. 475 [279-80]); he did not correct the misstatements he had made, and he intimated, if he did not definitely say, that he had never had any bills from the Haight firm.

After carefully considering Mr. Halle's testimony and making every allowance for faulty recollection, I am unable to avoid the conclusion that the errors in his testimony were due rather to an over-anxiety to make it appear that Mr. Kaufman's dealings with Universal were similar to Judge Haight's, than to a strict regard for accuracy.

I am convinced that Universal, while it probably did not know exactly what Kaufman would do with the money paid him, did know when it agreed to pay him a substantial fee in the event of a successful outcome of the case that he [31] would use the money or the prospect of receiving it in some way to influence Judge Davis.

Counsel for Universal contend that a decision to affirm the Root case was made at a conference of the judges held on January 17, 1935, and from this they argue that Kaufman's loan to Stokley could not have been intended to bribe the judge in the Root case because the Stokley loan was not mentioned by anybody until Davis was on the way to Florida

after this conference was held. The judges may have agreed on January 17th, but the official decision was not announced until June 26, 1935.

However, I do not consider the exact date of the Root decision to be very material. If, as I have found, Davis and Kaufman had an understanding that Kaufman would procure financial benefits for Davis in return for favorable judicial action, Kaufman had undoubtedly informed Davis that he was interested in the Root case. How Davis was to be compensated may not even have been considered prior to the decision. Davis, when he learned of the needs of his impecunious cousin, may have seized upon that as a method for diverting some of the Root fees into his own pocket in a manner which he thought would not arouse suspicion; or he may have had other reasons about which it is useless to speculate.

Judge Davis produced a conference memorandum which he says he used at the conference when the case was decided (Amici Exhibit 100, R. 2198 [2868]). Amici contend that as the case was argued on January 7th and the court was in session several days thereafter prior to January 17th, the date of the conference, Judge Davis must have had assistance in preparing this memorandum and point to certain quotation marks which indicate that a portion of it at least had been copied from some other document. Judge Davis' secretary testified that he did not assist him in the preparation of this memorandum. Amici argue that Kaufman may have submitted some document to Judge Davis for his use in preparing his conference memorandum, and refer to the evidence which indicates that a memorandum of some [32] character was prepared by counsel for Universal between January 7th and January 17th, which was never submitted to opposing counsel or to the court so far as is known. The testimony, however, was that counsel at one time thought that they would submit a supplemental memorandum to the

court after the argument, but after preparing it decided not to do so. There is no evidence that this memorandum came into Kaufman's hands or that it was used in any improper way. It is said that all copies of it have been destroyed or have disappeared.

Counsel for Universal argue that the small benefit which Davis appears to have received on any theory of the case should lead me to conclude that the evidence does not support the claim that he was influenced in his decision by the prospect of receiving it. The difficulty of proof in a case of this character is almost insurmountable. The fact that only a small benefit was proven to have been received by Davis does not preclude the possibility of his having received other benefits. However, the question whether the decision was tainted with fraud depends not upon how much consideration was paid Davis for his vote, but whether there was paid or agreed to be paid to him any consideration whatever in return for his favorable action in this case. Whether the case was rightly decided and whether Davis would have voted as he did regardless of the prospect of receiving something from Kaufman are considerations which do not affect the question at issue. The maintenance of the integrity of judicial action is of such vital importance that if a judge has *any* financial interest in the result of a case pending before him, his decision must be held to be invalidated. See *Tumey* v. *Ohio*, 273 U. S. 510, 524.

Upon the whole record I am forced to the conclusion that there was in connection with this case such fraud as tainted and invalidated the judgments rendered by this court therein on June 26, 1935.

T. R. WHITE,
Master.

[33] Answers to Requests for Findings of Fact and Conclusions of Law

Requests for Findings of Fact Submitted by Amici Curiae

FINDING NO. 1

The actions entitled "*Universal Oil Products Company* v. *Winkler-Koch Engineering Co. and Root Refining Company*" were consolidated suits brought in the United States District Court for the District of Delaware by Universal Oil Products Company for infringement *inter alia* of United States patents to Egloff, No. 1,537,593, and to Dubbs, No. 1,392,629. The Bills of Complaint were filed, respectively, on March 11, 1929, and July 7, 1931. Service of process was obtained on Root Refining Company but not on Winkler-Koch Engineering Company. Prior to trial, the plaintiff dismissed as to all patents save as to Egloff and Dubbs. The case was tried before Judge Nields at Wilmington, Delaware, beginning on June 21, 1932, and ending on July 28, 1932. On April 27, 1934, the District Court rendered its decision finding validity and infringement of the Dubbs and Egloff patents. An interlocutory decree, in conformance with the decision, was entered on May 18, 1934. On July 12, 1934, an appeal was taken from the decree to the Circuit Court of Appeals for the Third Circuit. Thereafter, briefs on appeal were filed, that of Universal Oil Products Company on December 22, 1934. The case was argued before the Third Circuit Court of Appeals on January 7, 1935, the court sitting being composed of Judges Joseph Buffington, J. Wagren Davis, and J. Whitaker Thompson. The decision of that Court, opinion by Judge Davis, affirming the decree below, was rendered on June 26, 1935, and petition for rehearing was denied without opinion on August 6, 1935. A petition for certiorari was filed in the Supreme Court of

the [34] United States by Root Refining Company on September 3, 1935, and the said petition was denied by said Court on October 21, 1935.

ANSWER

Affirmed.

FINDING NO. 2

The case of *Universal Oil Products Company* v. *Root Refining Company* was of very great importance to the Universal Oil Products Company. At the time the suit was on appeal, Universal Oil Products Company was engaged solely in the licensing of patented processes for the cracking and refining of petroleum, and at that time, its annual license fees ran into millions of dollars. If the Dubbs patent in suit in the *Root* case had been declared invalid or not infringed, Universal's extensive licensing system would have been destroyed. Universal had filed other suits against other refiners on the Dubbs and Egloff patents, some in the Third, and others in other circuits. The *Root* case was the first to be tried and decided.

ANSWER

Affirmed, except that the evidence does not show that Universal's licensing system would have been destroyed. It would, however, have been seriously damaged.

FINDING NO. 3

The attorneys for Universal Oil Products Company who prepared for, and conducted the trial of, the *Root* case, and who prepared the Briefs and argued the said case, both in the lower court and on appeal, and who appeared of record in the District Court and in the Court of Appeals were as follows:

[35] Thomas G. Haight.....Jersey City, N. J.
William F. Hall.....Washington, D. C.
Charles M. Thomas.....Washington, D. C.
Hugh M. Morris.....Wilmington, Del.

Each of the foregoing attorneys was exceptionally well qualified in ability and in experience in the field of patent litigation and in petroleum technology, and all of them rendered substantial and extensive services in the *Root* case.

ANSWER

Affirmed.

FINDING NO. 4

E. Ennals Berl, an attorney in general practice of the firm of Ward and Gray, of Wilmington, Delaware, was solicitor of record for Universal Oil Products Company in the *Root* case, performed the usual services of local counsel when the case was pending in the District Court at Wilmington, Delaware, and attended part of the trial.

ANSWER

Affirmed.

FINDING NO. 5

Among other patent and general lawyers, who had been employed by Universal in 1932, and prior thereto, were Frank L. Belknap, Lee J. Gary, Alexander F. Reichmann, Russell Wiles, all of Chicago, Illinois, Richard E. Dwight and William D. Whitney, both of New York City, N. Y., and Lawrence C. Kingsland, of St. Louis, Missouri. All of them were available to Universal throughout the progress of the *Root* case, except Frank L. Belknap, who died on May 10, 1933.

ANSWER

Affirmed.

[36] FINDING No. 6

The amounts paid to the lawyers who appeared of record for Universal Oil Products Company for their services in the *Root* case from its inception through the denial of certiorari, and including the year 1935, were as follows:

Thomas G. Haight	$75,000.00
William F. Hall	49,762.50
Charles M. Thomas	21,868.25
Hugh M. Morris	12,708.34
E. Ennals Berl, (Ward & Gray)	1,073.07

Additional fees paid to these lawyers for further services in connection with subsequent proceedings in the *Root* case, excluding the present investigation, are as follows:

Thomas G. Haight	$11,300.00
William F. Hall	4,950.00
Charles M. Thomas	2,275.00

ANSWER

Affirmed.

FINDING No. 7

Morgan S. Kaufman, a Scranton, Pennsylvania, attorney, was also employed and paid by Universal in connection with the *Root* case. Kaufman was admitted to the bar of Lackawanna County, Pennsylvania, in 1905, and from 1913 to 1936 served as a Referee in Bankruptcy in the Middle District of Pennsylvania. He is not, and never was, a patent lawyer, nor a general lawyer specializing in patent cases, nor has he had any technical education or training, nor any experience in the field of petroleum refining, nor any qualifications of any sort that would commend him for service or employment in a patent infringement suit having for its subject matter the technology of oil cracking and

[37] refining. It does not appear that he has ever been recognized by the Bench or Bar as a prominent, or outstanding or eminent lawyer.

ANSWER

Affirmed.

FINDING No. 8

Morgan S. Kaufman was never an attorney of record in the *Root* case, nor does his name appear at any time in any document or record made or filed in the *Root* case prior to the filing therein, in 1941, of the Petition of amici curiæ. His name does not either appear in any record or document, official or personal, pertaining to the business of Universal Oil Products Company prior to the argument of said case in the Circuit Court of Appeals on January 7, 1935; the first such documentary appearance of his name, so far as the evidence discloses, is in an entry of April 15, 1935, in the private diary of Hiram J. Halle, President of Universal, reading: "Judge Haight called with Morgan Kaufman, attorney."

ANSWER

Affirmed.

FINDING No. 9

Morgan S. Kaufman performed no legal services for Universal Oil Products Company in the *Root* case, either in the District Court or in the Court of Appeals, or in the Supreme Court.

ANSWER

Affirmed.

FINDING No. 10

On October 22, 1935, this being the day following denial, on October 21, 1935, by the Supreme Court, of Root's

[38] Petition for Certiorari, Universal Oil Products Company, by its President, Hiram J. Halle, delivered its check, dated October 18, 1935, in the sum of $25,000.00 to Morgan S. Kaufman, the check being payable to his order. Universal paid this money to Kaufman in connection with the *Root* case. No previous payment had been made to him by Universal in any case.

ANSWER

Affirmed.

FINDING No. 11

During the year 1936, Universal Oil Products Company made further payments by check to Morgan S. Kaufman as follows:

March 18, 1936	$10,000.00
July 27, 1936	5,000.00
December 2, 1936	10,000.00

In connection with giving instructions for the issuance of the check to Morgan S. Kaufman for the final sum of $10,000.00 on December 2, 1936, Hiram J. Halle requested and obtained from the Accounting Department of the Universal Oil Products Company a pencil memorandum showing dates, voucher numbers, and amounts of all payments, totaling $50,000.00, made to Morgan S. Kaufman by Universal Oil Products Company. No further payment was ever made by Universal to Kaufman.

ANSWER

Affirmed.

FINDING No. 12

As stated in the Petition of the Amici Curiæ and not denied in the Answer thereto, counsel for the defendant

[39] in the *Root* case, knew nothing of Kaufman's employment in connection with that case until 1941, when the fact was disclosed in their first criminal trial of Davis and Kaufman. Universal never intended it to be publicly known that Kaufman was employed in connection with the *Root* case and the fact, probably, would never have been publicly known but for said criminal trial.

ANSWER

I refuse this request as stated: There is evidence that some, although not all, counsel in the *Root* case had heard of Kaufman's employment prior to 1941.

FINDING NO. 13

Kaufman was not retained by Universal in 1932, and he was not retained on Universal's behalf by Frank L. Belknap. Precisely when Kaufman was employed by Universal does not appear, but it was while the *Root* case was pending on appeal. The sum of $25,000.00 received by Kaufman from Universal in 1935 was not paid to him either as a retainer or as compensation for legal services rendered.

ANSWER

I refuse this request as stated. The evidence does not satisfactorily show when Kaufman was retained. I affirm the request, however, insofar as it requests me to find that the sum of $25,000 paid to Kaufman in 1935 was not paid either as a retainer or as compensation for legal services rendered.

FINDING NO. 14

The sums totaling $25,000 received by Kaufman from Universal in 1936 were not, in fact, paid to him either as retainers or as compensation for legal services rendered. [40]

ANSWER

The sums paid to Kaufman in 1936 were not retainers in any normal sense and were not in fact paid, except in part, for legal services rendered or to be rendered.

FINDING No. 15

The sum of $25,000 paid to Kaufman in 1935, and the further sums totaling $25,000 paid to him in 1936, amounting in all to $50,000, were paid by Universal and received by Kaufman, as an agreed-upon amount to be paid to him pursuant to a prior understanding whereby he was to receive this amount only in the event that Universal should be successful in the *Root* case, both in the Court of Appeals and in the Supreme Court.

ANSWER

I refuse this request as stated. $25,000 of the amount in question was to be paid to Kaufman only in the event of a successful outcome of the *Root* case. $5,000 was subsequently added to this as additional compensation. The other payments were not satisfactorily explained. They were not retainers for legal services in the normal sense, but the evidence does not clearly indicate whether they were paid in anticipation of further services by Kaufman or as the balance of an agreed sum to be paid for the *Root* case. The memorandum which Mr. Halle had before him when he made the final payment to Kaufman may have been made simply for his information as to how much Kaufman had received altogether.

FINDING No. 16

J. Warren Davis, who was one of the Judges of the United States Circuit Court of Appeals for the Third Circuit, and who rendered the opinion of the Court in the [41]

Root case on appeal, was in financial difficulties due to stock speculations, from and after the latter part of the year 1929, and throughout the period here in question. The liabilities of the said J. Warren Davis throughout this entire period greatly exceeded his assets.

ANSWER

Affirmed.

FINDING NO. 17

Morgan S. Kaufman, long prior to the year 1935, had been an intimate friend of J. Warren Davis and of Judge Joseph Buffington. Kaufman had entertained Davis in Kaufman's home at Towanda, Pennsylvania, and had visited with him elsewhere. David Kaufman, of Philadelphia, the brother of Morgan S. Kaufman, for many years had been an intimate friend of Joseph Buffington and was also well acquainted with J. Warren Davis. Morgan Kaufman frequently visited his brother David at the Bellevue-Stratford Hotel in Philadelphia where he frequently met Judges Davis and Buffington. In January and February of 1934, Morgan Kaufman, David Kaufman and Judge Joseph Buffington vacationed together at the Miami-Battle Creek Sanitarium at Miami Springs, Florida. For substantially the entire month of February, 1935, while the *Root* case was under consideration by the Court of Appeals, Morgan Kaufman, David Kaufman, Joseph Buffington, and J. Warren Davis vacationed together at the Miami-Battle Creek Sanitarium at Miami Springs, Florida. During the 1934 vacation, the Kaufmans and Buffington, and during the 1935 vacation, the Kaufmans, Davis, and Buffington, were together almost constantly. They ate their meals together and enjoyed their recreations together. They were on terms of intimate friendship.

ANSWER

Affirmed.

Answers to Requests by Amici Curiæ for Findings of Fact

[42] FINDING No. 18

Charles Lee Stokley of Mount Dora, Florida, is a cousin of J. Warren Davis. Prior to 1934, Stokley was the owner of certain orange grove properties in Florida, certain of which were within the limits of the town of Mount Dora, Lake County, Florida. In 1934, the town of Mount Dora foreclosed certain paving liens, aggregating $28,000.00, against the Stokley properties within the corporate limits of the town and acquired title thereto by purchase at the foreclosure sale. Stokley had tried unsuccessfully to obtain a loan to redeem these properties, and in January 1935 he solicited Davis for a loan, or for assistance in obtaining one.

ANSWER

Affirmed.

FINDING No. 19

In March 1935, Davis instructed Stokley to ascertain definitely the amount for which the town of Mount Dora would reconvey Stokley's property. On July 2, 1935 the town council of Mount Dora voted to deed back to Stokley for the sum of $10,000 in cash, all of the town's rights in the property which had been acquired by the town under the foreclosure. On July 8, 1935, Stokley was notified of this action by Thomas H. Cooley, the city attorney for the town of Mount Dora, who requested Stokley to make arrangements promptly to raise the $10,000. Davis was thereupon informed of this action.

ANSWER

Affirmed.

FINDING No. 20

Davis caused Stokley and Kaufman to meet in his, Davis', offices on October 24, 1935, two days after Kaufman

[43] received $25,000 from Universal, for the purpose of consummating a $10,000 loan for the redemption of Stokley's property. A draft of a loan agreement was made that day; but certain events unexpectedly developed which delayed the closing of the loan. The obstacles in the way of consummating the loan having been removed by Davis' efforts, on November 14, 1935, Morgan S. Kaufman issued his check payable to the order of "B. F. Lord, attorney" in the sum of $10,000 drawn upon his, Kaufman's, account at the Public National Bank & Trust Company of New York, in which account he had deposited the $25,000 received by him on October 22, 1935, from Universal Oil Products Company. Without this deposit, there was not enough money in Kaufman's account in this bank to cover the $10,000 check. This check was certified. The payee therein "B. F. Lord," was the same person as Thorne Lord, who was Judge Davis' law clerk. Lord took the check to Mount Dora, Florida, where it was endorsed by Lord directly to the town of Mount Dora on November 25, 1935, on which occasion Lord received (a) a deed from the town of Mount Dora to Morgan S. Kaufman, conveying the properties upon which the town had foreclosed, (b) a quit-claim deed from Stokley and his wife to Morgan S. Kaufman covering the same property, (c) a warranty deed from Stokley and his wife conveying, as additional security, certain other properties which had not been foreclosed upon by the town of Mount Dora, and (d) a policy of title insurance issued by the Lake County Abstract Company purporting to guarantee title to most of the property which the town of Mount Dora had conveyed to Kaufman, the policy being subject to unpaid state and county taxes. On this occasion, namely, on November 25, 1935, Stokley signed an agreement, previously signed by Kaufman, providing for the reconveyance to Stokley of the property conveyed to Kaufman by the town of Mount Dora and of the other property conveyed to Kaufman by Stokley and his

wife, upon repayment by Stokley [44] of the $10,000 in four annual installments of $2,500 each, together with interest at 8% per annum payable semi-annually, the first installment of principal and interest being due April 1, 1936.

ANSWER

Affirmed.

FINDING NO. 21

On March 10, 1936, J. Warren Davis made a loan of $4,000 to Charles L. Stokley, for which loan Stokley gave security by conveying to Davis certain real estate, separate and distinct from that which Stokley had conveyed to Kaufman.

ANSWER

Affirmed.

FINDING NO. 22

Prior to March, 1939, an investigation into the relationship between Morgan S. Kaufman and J. Warren Davis was begun by the Federal Bureau of Investigation. The fact of that investigation had come to the attention of Davis, Kaufman, Stokley, and Hiram J. Halle, President of Universal, not later than March, 1939.

ANSWER

Affirmed.

FINDING NO. 23

Prior to the consummation of the redemption of Stokley's Mount Dora property, Judge J. Warren Davis personally conducted all of the negotiations relative thereto with Kaufman, Stokley, and the City Attorney of Mount Dora, and prolonged these negotiations, and did not bring them to

[45]a conclusion until the *Root* case had been finally disposed of. Davis personally put the written agreement between Stokley and Kaufman in its final form, and Davis' law clerk attended to the formal details of closing the transaction.

ANSWER

Affirmed, except that the evidence does not definitely show that it was Davis who put the written agreement between Stokley and Kaufman in its final form.

FINDING NO. 24

Subsequent to the redemption of Stokley's property in Mount Dora, Davis saw to it that Stokley paid the taxes that were delinquent on the said property, and advanced money to Stokley so that he could pay off other obligations, thereby enabling him to pay the said taxes.

ANSWER

I refuse this request as stated. It is true that Davis reminded Stokley that his taxes were due and that he did make a loan to Stokley about the time when his taxes were paid. The evidence does not definitely show, however, that Davis saw to it that the taxes were paid or that he made the loan specifically in order to enable the taxes and other obligations to be paid.

FINDING NO. 25

During the years 1936, 1937, and 1938 Charles L. Stokley paid to Davis, and Davis kept for his own use, interest payments total $1,400 on the sum of $10,000 which had been advanced by Kaufman to redeem Stokley's properties.

ANSWER

Affirmed.

[46] FINDING No. 26

Neither before the conveyance to Morgan S. Kaufman in November, 1935, of the Mount Dora property, nor thereafter, until early in 1939, when the United States Department of Justice had begun its investigation into the affairs of J. Warren Davis, did Kaufman interest himself either in the credit standing of Charles L. Stokley, or in the nature, tax situation, or value, of the said property. Kaufman has never seen this property. He never received any payments of interest or principal on the sum of $10,000 which he had paid to the town of Mount Dora to redeem the property until June, 1939, after he, Davis and Stokley had learned of the said investigation.

ANSWER

I affirm this request. Although Kaufman testified that he received $200 by way of interest prior to 1939, he failed to produce any documentary evidence to support his statement, and I am not satisfied that his testimony on this point was correct.

FINDING No. 27

The contract dated November 25, 1935, between Stokley and Kaufman, and the deeds of Stokley's property to Kaufman made pursuant to the language of the said contract, all constituted a mere legal disguise to conceal the fact that Davis was to be the ultimate recipient, either of the $10,000, and interest thereon at 8%, to be paid to him by Stokley, or, in the event of Stokley's failure to pay the same, of the beneficial interest in the Stokley property to which Kaufman held the bare legal title. Throughout this transaction, as between Davis and Kaufman, Davis was the real party in interest.

ANSWER

I refuse this request as stated, although I have found, as set forth in the body of my report, that Davis was finan-

[47]cially interested in the loan. The evidence does not sufficiently show the extent of his interest or that it was a mere legal disguise to conceal the fact that he was to receive the entire amount of the loan in case of repayment.

FINDING NO. 28

Prior to the date of his Opinion in the *Root* case, Judge Davis knew that Kaufman was interested on behalf of Universal in that case, and knew that should the decision of the United States Circuit Court of Appeals for the Third Circuit be favorable to Universal and become final, Davis would receive from Kaufman, directly or indirectly, the sum of $10,000.00.

ANSWER

I refuse this request as stated, although I have found, as set forth in the body of my report, that Judge Davis knew that Kaufman was interested in the *Root* case prior to the date of his opinion. The evidence does not definitely show that Davis would receive or knew that he would receive the sum of $10,000, but he did know or at least expected that he would receive some financial benefit from the fee which Kaufman received in connection with that case.

FINDING NO. 29

On May 29, 1936, one William Fox, who was heavily involved financially and deeply in debt, filed a voluntary Petition in Bankruptcy in the United States District Court for the District of New Jersey. Fox was a resident of Atlantic City, Atlantic County, New Jersey, which is within the jurisdiction of the said District Court and within the jurisdiction of the United States Circuit Court of Appeals for the Third Circuit. Robert E. Steedle was, at that time, the only Referee in Bankruptcy in Atlantic City, New [48]

Jersey, and, in due course, the Fox bankruptcy was referred to him.

ANSWER

Affirmed.

FINDING NO. 30

Prior to May, 1936, Morgan S. Kaufman and William Fox were well acquainted socially and in a business way. Excepting for a possible casual introduction in 1932, William Fox and J. Warren Davis were not acquainted until introduced to each other by Morgan S. Kaufman at about the time of the filing of Fox's bankruptcy Petition. On the occasion of this introduction, Fox explained his financial difficulties to J. Warren Davis and inquired whether Davis knew the Referee who would hear his matter. Fox also solicited the aid of Davis and Kaufman in Fox's bankruptcy proceedings and stated that he would like to have the proceedings follow a certain course under which Fox's claims against his creditors would be heard before the hearing of the creditors' claims against him.

ANSWER

Affirmed.

FINDING NO. 31

J. Warren Davis and Morgan S. Kaufman called upon Referee Steedle at about the time of the filing of the Fox bankruptcy Petition and Kaufman, who had only recently made Steedle's acquaintance, introduced Davis to Steedle. Thereafter, Davis took an active interest in Steedle; he entertained Steedle on a fishing boat; he entertained Steedle and his family at dinner; and he invited Steedle to the wedding of his daughter. J. Warren Davis had not before so entertained Steedle.

ANSWER

Affirmed.

[49] FINDING No. 32

As the result of approaches made by Morgan S. Kaufman and J. Warren Davis, and in view of the subject matter of their conversations, Referee Steedle, at various times from May 2nd to October 1936, made a record of the incidents and conversations involving Davis, Kaufman, and himself on yellow sheets of paper; the contents of these sheets were transcribed in a typewritten memorandum, either by Steedle himself or at his direction, at least three different times in the aforesaid period. This memorandum consists of eight typewritten sheets fastened together with an eyelet, bearing on the margin of each sheet the printed words "Robert E. Steedle, Counsellor-at-Law, Atlantic City, New Jersey." Robert E. Steedle died in the Spring of 1937, and after his death, the typewritten memorandum aforesaid was found in his safe in an official envelope for use by him as Referee in Bankruptcy, marked on the outside in typewriting with the words "Robert E. Steedle, Personal."

ANSWER

I refuse this request in view of the fact that I have now excluded the Steedle memorandum.

FINDING No. 33

Robert E. Steedle's memorandum was made under such circumstances as to indicate that it is trustworthy, and no intention or motive to deceive may be attributed to Steedle in connection with the preparation of his memorandum. Steedle made his memorandum as an official act in the discharge of his official duty and in the regular course of his profession as a Referee in Bankruptcy.

ANSWER

I refuse this request for the reason stated in answer to request No. 32.

[50] FINDING No. 34

Both before and after the reference of the Fox bankruptcy to Robert E. Steedle, as Referee, and while hearings in said bankruptcy proceedings were being conducted by Steedle, Morgan S. Kaufman and J. Warren Davis were attempting to influence Steedle improperly in the discharge of his duty as a Referee in Bankruptcy, particularly in relation to the Fox bankruptcy proceedings. Both Kaufman and Davis pressed Steedle to proceed therein in the manner desired by Fox, and Davis in furtherance of this plan, held out to Steedle the possibility of Steedle's being appointed District Judge.

ANSWER

I refuse this request as stated, as it depends in part upon the Steedle memorandum, although I have found upon other evidence, as set forth in the body of my report, that Kaufman and Davis did take an unusual interest in Steedle after they knew the Fox bankruptcy petition had been referred to him, and Davis particularly showed him courtesies not warranted by his previous acquaintance.

FINDING No. 35

During the month of July of 1936, Kaufman visited Fox in Atlantic City and told Fox that J. Warren Davis had asked Kaufman to request Fox to loan Davis $15,000.00, stating that Davis was about to provide a wedding for his daughter and that he needed money with which to pay the wedding expenses. Fox told Kaufman he did not have $15,000,000 but that he might try to borrow it. Kaufman said that this would be a good thing to do, and that Kaufman would try to help Fox in his bankruptcy matters. Fox, very shortly thereafter, obtained $15,000.00 and delivered it to Kaufman who, in turn, delivered this money to Davis, who has never repaid it to Fox.

[51] ANSWER

Affirmed.

FINDING NO. 36

Toward the latter part of the year 1936, Davis made an appointment with Fox to meet him, Davis, in Philadelphia, and they did meet there, pursuant to this appointment, at a hotel. At this meeting, Davis asked Fox to loan him $12,500.00. Subsequently, Fox borrowed from his wife $12,500.00. The money was given to Fox by his daughter Belle Fox. The money consisted of twelve $1,000 bills and $500.00 in lower denominations. Fox took the money delivered to him by his daughter, including the twelve $1,000 bills, and met with Davis by appointment at a street corner in Philadelphia and handed him, Davis, the bills wrapped up in a newspaper. Five of the $1,000 bills delivered by Fox to Davis were deposited by Davis' daughter, Mary Davis Firestone, who had obtained the money from her father, in a bank in St. Augustine, Florida.

ANSWER

Affirmed.

FINDING NO. 37

In the fall of 1936, and thereafter, the United States Circuit Court of Appeals for the Third Circuit had before it five separate appeals involving the Fox bankruptcy, in each of which the decisions of the Referee and of the District Court had been adverse to the interest of Fox. Davis participated in the decision of these appeals, all of which were reversed in favor of Fox's interests. In one appeal, the disposition of the case was rushed, against vigorous objection, and in another, the disposition of the case was delayed, in spite of vigorous opposition, in both instances to the advantage of Fox. In a third case, the Court of Appeals [52]

sua sponte received evidence as to the then state of health of Mrs. Eva Fox and reversed an order of the District Court, entered over a year before, holding Mrs. Fox in contempt for failing to testify on the ground of ill health. Although the opinions in the five Fox bankruptcy appeals were filed in the name of Judge Joseph Buffington, all of these opinions were written by J. Warren Davis.

ANSWER

Affirmed.

FINDING NO. 38

The decisions by Judge Davis in the five Fox bankruptcy appeals to the Circuit Court of Appeals for the Third Circuit were corrupt and had been influenced by William Fox in his favor by payments aggregating $27,500.00 made by him to Judge Davis.

ANSWER

Affirmed.

FINDING NO. 39

Judge Davis, during the course of his judicial career in the Court of Appeals for the Third Circuit, let it be known to his fellow judges that he was willing to decide cases coming before him in violation of his judicial oath to adjudge cases only on the merits and without respect to persons.

ANSWER

Refused as not based on any testimony now in the record.

[53] Requests for Conclusions of Law Submitted by Amici Curiae

Conclusion No. 1

During the period from 1935 to 1938, there existed between Judge J. Warren Davis and Morgan S. Kaufman a corrupt and illicit combination to obstruct justice.

Answer

Affirmed.

Conclusion No. 2

Universal Oil Products Company, through its agent Morgan S. Kaufman, by means of a bribe corruptly influenced Judge J. Warren Davis as a member of the Court of Appeals for the Third Circuit in the case entitled "*Root Refining Company, Appellant*, v. *Universal Oil Products Company, Appellee*," Appeal Nos. 5546 and 5648, pending in that court, and the decision prepared and filed by the said Judge Davis in said case was in fact rendered by Davis pursuant to his understanding that he would be paid a bribe by Universal Oil Products Company if his decision was favorable to said company.

Answer

I refuse this request as stated, although I have found, as stated in the body of my report, that at the time he voted for affirmance in the *Root* case, Judge Davis knew or at least expected that if the decision was favorable to Universal, he would receive some monetary compensation from Kaufman.

Conclusion No. 3

The judgments of the Court of Appeals for the Third Circuit in the case entitled "*Root Refining Company* v. *Uni-*

[54] *Universal Oil Products Company*" are tainted with fraud and corruption and are invalid.

ANSWER

Affirmed.

CONCLUSION NO. 4

Whether or not the decision rendered by Judge J. Warren Davis in the case entitled "*Root Refining Company* v. *Universal Oil Products Company*" is sound in law and in fact is immaterial, and the invalidity of the judgment because of fraud and corruption is in no way affected by consideration of the soundness of the decision.

ANSWER

Affirmed.

[55] Requests for Findings of Fact Submitted by Universal Oil Products Company

Finding No. 1

The case of *Universal Oil Products Company* v. *Winkler-Koch Engineering Company*, and *Root Refining Company* (the consolidation of two cases commenced in 1929 and 1931 respectively) was tried in the United States District Court for the District of Delaware before Judge Nields, beginning on June 21, 1932 and ending on July 28, 1932. On April 27, 1934 the District Court decided the case in favor of Universal, finding that the Dubbs and Egloff patents were valid and infringed. An interlocutory decree in conformity with the decision was entered on May 18, 1934. An appeal was taken to the Circuit Court of Appeals for the Third Circuit on July 12, 1934 and argued on January 7, 1935 before Judges Buffington, Davis and Thompson. On June 26, 1935 the Circuit Court of Appeals affirmed the decree of the District Court. A petition for rehearing was denied on August 6, 1935. On September 3, 1935 a petition for a writ of *certiorari* was filed in the Supreme Court of the United States by Root Refining Company; said petition was denied on October 21, 1935.

Answer

Affirmed.

Finding No. 2

The attorneys for Universal who actually prepared and conducted the trial of the case and prepared the briefs and argued the case, and whose names appeared of record were Thomas G. Haight, Hugh M. Morris, William F. Hall and Charles M. Thomas.

Answer

Affirmed.

[56] FINDING No. 3

William D. Whitney, of the firm of Cravath, de Gersdorff, Swaine & Wood of New York, did a substantial amount of work in the case and wrote a part of the briefs in both courts, although his name did not appear as counsel on the briefs or of record in the *Root* case.

ANSWER

Affirmed.

FINDING No. 4

For many years prior to the *Root* case and until his death in May, 1933, Frank L. Belknap was chief patent counsel for Universal. In that capacity, Belknap had complete authority over the conduct of all patent litigation in which Universal was engaged, including authority to retain such lawyers as he deemed advisable.

ANSWER

I refuse this request as stated. The testimony does not show that Belknap had complete authority over the question as to what lawyers should be retained.

FINDING No. 5

In the spring of 1932, Universal had no counsel in Pennsylvania and was contemplating the institution of important litigation in that State.

ANSWER

Affirmed.

FINDING No. 6

In the spring of 1932, Belknap retained Morgan S. Kaufman, a Scranton attorney, on behalf of Universal.

[57] ANSWER

I refuse this request. The evidence does not satisfactorily show when Kaufman was retained or who retained him.

FINDING No. 7

At the time of his employment by Belknap, Kaufman was a prominent member of the legal profession in Pennsylvania, well known to the judges of the State and Federal courts of Pennsylvania.

ANSWER

I refused this request. Prior to 1932 Kaufman had practiced very little in the courts, although he was a Referee in Bankruptcy. It is true he appears to have been known to at least some of the judges of the State and Federal courts by reason of the fact that he made a practice of entertaining them.

FINDING No. 8

In 1932 and prior thereto Kaufman practiced in both the state and federal courts and had appeared as counsel for litigants in cases before the United States Circuit Court of Appeals for the Third Circuit.

ANSWER

Affirmed.

FINDING No. 9

At the time Belknap retained Kaufman, he insisted, as a term of Kaufman's employment, that Kaufman should not accept employment from any other oil company whose interest might conflict with Universal's.

ANSWER

Refused, as not established by satisfactory, credible evidence.

[58] FINDING NO. 10

At that time Belknap advised Kaufman of the pendency of the *Root* case and informed him that Universal contemplated bringing certain actions in Pennsylvania in which he desired Kaufman to be active.

ANSWER

Refused, as not established by satisfactory credible evidence.

FINDING NO. 11

Belknap did not make any specific arrangement in 1932 regarding Kaufman's compensation but merely assured Kaufman that he would be well compensated.

ANSWER

Refused, as not established by satisfactory credible evidence.

FINDING NO. 12

At the time Belknap retained Kaufman, he advised Halle of that fact.

ANSWER

Refused, as not established by satisfactory credible evidence.

FINDING NO. 13

One of the reasons Belknap retained Kaufman in 1932 was that he "wouldn't like to have Kaufman in on the side of the people we [Universal] were suing".

ANSWER

Refused, as not established by satisfactory credible evidence.

[59] FINDING No. 14

After he had retained Kaufman, Belknap advised Judges Haight and Morris and Hall and Thomas of that fact and that Kaufman was available to them generally for any work they might wish him to do in the *Root* case.

ANSWER

Refused. The evidence does not satisfactorily show the facts I am asked to find by this request.

FINDING No. 15

Kaufman was not called upon to take any active part in the Root litigation because Judge Haight thought there was not sufficient time to educate a new lawyer in the issues involved in the case.

ANSWER

I refuse this request insofar as it suggests that the only reason for not using Kaufman's services was Judge Haight's feeling that there was not time to educate him.

FINDING No. 16

Judge Morris did not place Kaufman's name on the brief in the District Court, as he believed the list of lawyers was already long enough.

ANSWER

I refuse this request as stated. Judge Morris was very uncertain when he first knew Kaufman was retained; when he heard Kaufman's name mentioned in 1941 he at first had no recollection that he had ever been connected with the case.

FINDING No. 17

Kaufman's name was not placed on the brief in the Circuit Court of Appeals because Judge Haight thought

[60] that the addition of Kaufman's name to the brief, when he had been inactive at the trial, might be resented by Judge Buffington, who was a close personal friend of Kaufman.

ANSWER

Affirmed.

FINDING NO. 18

Kaufman first casually mentioned the subject of his retainer fee to Halle in 1934.

ANSWER

I refuse this request as stated. The contemporary documentary evidence does not sustain Halle's testimony that Kaufman had talked with him in 1934.

FINDING NO. 19

Sometime prior to September 12, 1935, Kaufman called on Halle and asked for the payment of $35,000 for the period he had been under retainer. Halle stated he would recommend a compromise payment of $25,000.

ANSWER

I refuse this request as stated. Kaufman was paid $25,000 on October 22, 1935, but how this sum was agreed upon, or when, depended entirely upon the testimony of Halle, upon which I am unwilling to base a finding.

FINDING NO. 20

On September 12, 1935, a conference was held at Universal's office in New York at which Halle, Haight, Whitney and Dwight were present.

ANSWER

Affirmed.

[61] FINDING NO. 21

Richard E. Dwight and William D. Whitney were general counsel of Universal, and also represented, respectively, Standard Oil Company of California and Shell Union Oil Corporation, the voting stockholders of Universal.

ANSWER

Affirmed.

FINDING NO. 22

At the September 12, 1935 conference Halle and Haight told Whitney and Dwight that Kaufman had been engaged in 1932 by Belknap and that he had been under a general retainer for more than three years.

ANSWER

I refuse this request as stated. The evidence has not convinced me that Judge Haight made any statement of his own knowledge with respect to the time when Kaufman was retained or the terms of his retainer.

FINDING NO. 23

At the September 12, 1935 conference Halle advised Whitney and Dwight in Haight's presence that Belknap had promised Kaufman that he would be liberally compensated and that Kaufman had been in to see Halle and had asked for $35,000.

ANSWER

I affirm this request insofar as it says that Halle made the statements alleged of which there is evidence. I refuse it insofar as it seems to suggest that Judge Haight by his presence assented of his own knowledge to what Halle said.

[62] FINDING NO. 24

At the September 12, 1935 conference, Judge Haight advised Whitney, Dwight and Halle that Kaufman had performed no actual service in the *Root* case and that his compensation was solely a matter of retainer. Judge Haight stated that Kaufman had been retained by Belknap in 1932 principally because Universal expected to bring some important litigation in Pennsylvania. Judge Haight also stated that he desired to use Kaufman in the *Crew-Levick* case and in other matters pending or to be brought in the Third Circuit, namely, against Empire and Skelly.

ANSWER

I refuse this request as stated. The testimony as to the conversation at this conference depended entirely upon the unaided recollection of the conferees more than six years after the event, and I am satisfied from all of the testimony in the record that any statements made by Judge Haight with respect to Kaufman were merely a repetition of what he had been told by Halle and that he assumed no responsibility for their accuracy. The evidence has not convinced me that Judge Haight said that he desired to use Kaufman in any other cases.

FINDING NO. 25

The conference of September 12, 1935, unanimously approved paying Kaufman $25,000 for his claim for past retainer.

ANSWER

I affirm this request with the qualification that whatever approval was given to Kaufman's fee was based on statements made by Halle.

FINDING NO. 26

Dwight and Whitney relied in their action upon the statements of Judge Haight and Halle.

[63] ANSWER

I refuse this request insofar as it infers that Dwight and Whitney relied upon statements of Judge Haight. The evidence has not convinced me that Judge Haight made any statements concerning Kaufman of his own knowledge.

FINDING NO. 27

Based upon Judge Haight's statement of his desire to use Kaufman in cases pending or to be brought in the Third Circuit, the conference unanimously approved a further retainer to Kaufman of $10,000.

ANSWER

I refuse this request as stated. What took place at the conference of September 12, 1935, depended principally, if not entirely, upon the testimony of Mr. Dwight, one of the directors of Universal. His diary does not indicate that Kaufman's relation to Universal was discussed at this conference. What he now says is based upon recollection more than six years after the conference was held. After such a lapse of time and with so much discussion as has revolved around Kaufman's connection with Universal, it would not be surprising if his recollection was faulty as to exactly what was said at that time. He was clearly in error in thinking that Judge Haight said he had sent the Root briefs to Kaufman. I do not think the evidence warrants the finding requested.

FINDING NO. 28

After the conference had approved the payment of $25,000 to Kaufman, Halle ordered the check five days before the petition for *certiorari* was denied, and the check was actually drawn and the appropriate entries made in the company's books four days before that event.

[64] ANSWER

I affirm this request with the qualification that the approval of the payment to Kaufman was based entirely upon Halle's statements.

FINDING NO. 29

Pursuant to the arrangement agreed upon by Halle, Haight, Whitney and Dwight on September 12, 1935, Kaufman was paid his $10,000 retainer fee for 1936 on March 18, 1936.

ANSWER

It is true that Kaufman was paid $10,000 on March 18, 1936. The evidence does not satisfactorily show that it was pursuant to any arrangement agreed upon by Halle, Haight, Whitney and Dwight. I therefore refuse this request as stated.

FINDING NO. 30

Kaufman, having learned that Universal had secured an advantageous settlement of the *Mid-Continent* case, requested $10,000 from Halle so as to bring his 1932-1935 retainer fee to the $35,000 which he had originally requested. Halle compromised this request and agreed to pay Kaufman $5,000. This sum was paid to Kaufman by Universal on July 27, 1936.

ANSWER

It is true that Universal paid Kaufman $5,000 on July 27, 1936. I refuse to find the other facts alleged in this request as not based on satisfactory evidence.

FINDING NO. 31

In December 1936, Universal paid Kaufman $10,000 for his retainer for 1937. This payment was made in De-

[65] cember 1936 rather than in 1937 at Kaufman's request, purely for his own income tax reasons.

ANSWER

It is true that $10,000 was paid Kaufman on December 2, 1936. The reasons for the payment at that time do not satisfactorily appear. I therefore refuse this request as stated.

FINDING NO. 32

The $50,000 paid Kaufman by Universal in 1935 and 1936 did not constitute compensation for services exclusively in the *Root* case.

ANSWER

I refuse this request as stated. The evidence definitely shows that $30,000 of the amount paid Kaufman was for services in the *Root* case. The reasons for the payment of the remaining sum do not satisfactorily appear.

FINDING NO. 33

The two payments to Kaufman in 1936 of $10,000 constituted Kaufman's retainers for the years 1936 and 1937, respectively.

ANSWER

Refused. These payments were not retainers in any normal sense and their purpose was obscure. They may have been additional payments for services in the *Root* case.

FINDING NO. 34

Kaufman's retainers for the years 1936 and 1937 were to be applied against services rendered in the *Crew-Levick* case and to be rendered in that and other litigation which was then pending or contemplated in the State of Pennsylvania.

[66] ANSWER

Refused. The evidence has not convinced me that these payments were retainers for legal services. They may have been applied against services in the Crew-Levick case, which however were not extensive.

FINDING NO. 35

All payments made by Universal to Kaufman were fully disclosed, were made by company checks, and were duly entered in the appropriate books of account of the company.

ANSWER

It is true that all payments made by Universal to Kaufman were made by company checks and were entered in the books of account. It is not clear what is meant by the request for a finding that they "were fully disclosed." The evidence does not indicate anything further except that in the auditor's reports sent to stockholders appear items showing $25,000 paid Kaufman in 1935 and a like amount in 1936.

FINDING NO. 36

No effort was made by Halle or by any officer or employee of Universal to conceal or disguise the payments to Kaufman.

ANSWER

Refused.

FINDING NO. 37

The appeal in the *Root* case, which was argued on January 7, 1935, was decided in favor of Universal by the Circuit Court of Appeals at a conference held by the Court on January 17, 1935.

Answers to Requests by Universal for Findings of Fact

[67] ANSWER

The evidence indicates that a conclusion was reached in the *Root* case on January 17, 1935, although neither Judge Buffington nor Judge Davis definitely remembered that it was. The case was technically decided on June 26, 1935.

FINDING NO. 38

Immediately after the conference of January 17, 1935, Judge Davis left by motor for a vacation in Florida where he learned for the first time that his cousin, Charles L. Stokley, was in financial difficulties.

ANSWER

Affirmed.

FINDING NO. 39

After his arrival in Florida, Davis learned by letter from Judge Buffington, dated January 18, 1935 and addressed to him at Mount Dora, that to him had been assigned the writing of the opinion in the *Root* case.

ANSWER

Affirmed.

FINDING NO. 40

In 1935 cases were assigned by the senior Judge of the Circuit Court of Appeals for the Third Circuit for the writing of opinions only after the determination of the appeal.

ANSWER

The testimony was that it was the usual practice for cases to be assigned for opinions to members of the court only after they had been decided.

[68] FINDING No. 41

Sometime after January 17, 1935, Davis who was then in Florida, learned for the first time that some of the property of his cousin Stokley had been foreclosed by the Town of Mount Dora for unpaid paving liens amounting to approximately $29,000 or $30,000.

ANSWER

Affirmed.

FINDING No. 42

Stokley told Davis that he thought he could compromise this indebtedness for about $7,500 and asked Davis to endeavor to obtain a loan to enable him to redeem his property. Davis agreed to do so.

ANSWER

Affirmed.

FINDING No. 43

Upon returning north after his vacation, Davis endeavored to secure a loan of $7,500 for Stokley from John A. Campbell and Robert A. Messler, both of Trenton, N. J.

ANSWER

Refused. The evidence has not convinced me that Davis ever made any application to anyone other than Kaufman for the loan in question.

FINDING No. 44

Davis continued to negotiate with them until at least after July 18, 1935; they ultimately declined to make the loan.

ANSWER

Refused.

Answers to Requests by Universal for Findings of Fact

[69] FINDING NO. 45

Stokley first received a definite offer that the Town of Mount Dora was willing to compromise his tax liens for $10,000 in July, 1935.

ANSWER

Affirmed.

FINDING NO. 46

On July 12, 1935, Stokley informed Davis for the first time that the Town's claims could be compromised for $10,000.

ANSWER

Affirmed.

FINDING NO. 47

The opinion on the *Root* appeal was filed on June 26, 1935.

ANSWER

Affirmed.

FINDING NO. 48

Some time after July 18, 1935, Davis, for the first time, broached to Kaufman the subject of a loan to Stokley.

ANSWER

Refused. The evidence shows that Davis and Kaufman discussed this loan as early as March, 1935.

FINDING NO. 49

Kaufman, when approached by Davis, stated that he would be interested in making the loan if the title were good and the value insufficient to afford ample security.

ANSWER

Refused, as not based upon any credible evidence.

[70] FINDING No. 50

On October 24, 1935, Kaufman met Stokley at Judge Davis' chambers in Trenton and agreed, in conference with Stokley and Thorn Lord, Davis' law secretary, to lend Stokley $10,000 to redeem his property.

ANSWER

Affirmed, with the qualification that Davis was financially interested in the loan although it was nominally made by Kaufman.

FINDING No. 51

Kaufman was interested in the return of 8% per annum on his investment, if the security was adequate.

ANSWER

Refused. The evidence does not convince me that Kaufman was interested in this transaction as an investment of his own.

FINDING No. 52

Kaufman insisted that Lord go to Mount Dora, at Stokley's expense, to insure that all proper legal formalities in connection with closing the loan were observed.

ANSWER

Refused. Lord testified that he was only a messenger and was not retained as an attorney to attend to the closing of this transaction.

FINDING No. 53

The delay in the consummation of the loan by Kaufman to Stokley was not due to Davis.

[71] ANSWER

Refused. The evidence does not warrant the conclusion that the delay in the consummation of the loan was not due at least in part to Davis.

FINDING NO. 54

The delay in the consummation of the loan by Kaufman to Stokley was not due to Kaufman.

ANSWER

Refused. Kaufman delayed making the loan until he received his fee in the *Root* case.

FINDING NO. 55

Late in November a title policy on the Stokley property had been obtained and Lord went to Mount Dora and delivered to the Town Kaufman's check for $10,000 and received from the Town a deed to Kaufman of Stokley's property.

ANSWER

Affirmed.

FNDING NO. 56

By agreement dated November 25, 1935, Kaufman agreed to convey the property to Stokley upon payment of the principal amount of $10,000 and interest at 8% per annum; the agreement provided for the payment of interest on April 1st in each year.

ANSWER

Affirmed.

FINDING NO. 57

In 1935, and at all times subsequent thereto, the Stokley property was worth at least $20,000.

[72] ANSWER

Refused. There is no competent evidence before me from which I can find what the Stokley property was worth.

FINDING NO. 58

The Stokley loan was made upon ample security.

ANSWER

Refused for the reason above given.

FINDING NO. 59

The Stokley loan was a bona fide business transaction.

ANSWER

Refused for the reasons more fully expressed in the body of my report.

FINDING NO. 60

All payments made by Universal to Kaufman were made outright, were deposited by Kaufman in his own bank accounts, and constituted funds with which he was free to deal as he saw fit.

ANSWER

Affirmed.

FINDING NO. 61

No officer, agent, employee or attorney of Universal in any way expressly or inferentially authorized, directed, suggested or approved the Kaufman loan to Stokley.

ANSWER

Affirmed if no attorney other than Kaufman is meant.

Answers to Requests by Universal for Findings of Fact

[73] FINDING No. 62

No officer, agent, employee or attorney of Universal had any knowledge of Kaufman's loan to Stokley at the time it was made.

ANSWER

Affirmed except as to Kaufman.

FINDING No. 63

At the time of the Stokley loan, Judge Buffington had not learned that Kaufman was counsel for Universal.

ANSWER

Affirmed.

FINDING No. 64

Judge Buffington first learned that Kaufman had been retained by Universal through newspaper accounts of this investigation.

ANSWER

Affirmed.

FINDING No. 65

At the time of the Stokley loan, Davis had not learned that Kaufman was counsel for Universal.

ANSWER

Refused. The evidence convinces me that Davis did know that Kaufman was counsel for Universal prior to the decision of the case.

FINDING No. 66

Davis first learned that Kaufman had been retained by Universal at the time of the first criminal trial in 1941.

[74] ANSWER

Refused.

FINDING NO. 67

At the time of the Stokley loan, Kaufman was counsel of record in at least two cases which were then pending before the Circuit Court of Appeals for the Third Circuit. Universal was not a party to or interested in either case.

ANSWER

Affirmed.

FINDING NO. 68

Both cases, which were pending at the time Kaufman made the loan to Stokley, were decided in favor of Kaufman with Davis writing the opinions and with Thompson dissenting in both cases.

ANSWER

Affirmed.

FINDING NO. 69

Both cases were ultimately reversed, one by the Supreme Court and the other by the Circuit Court of Appeals for the Third Circuit by affirming a contrary holding by the District Court after a retrial.

ANSWER

Affirmed.

FINDING NO. 70

Subsequent to Kaufman's loan to Stokley and in the spring of 1936, Davis loaned Stokley $4,000 to compromise an $8,000 claim of the Eustis Packing Company, and took as security a deed covering property other than that which had been deeded to Kaufman.

[75] ANSWER

Affirmed.

FINDING NO. 71

Kaufman was unaware of the loan made by Davis to Stokley.

ANSWER

Affirmed.

FINDING NO. 72

At the time Davis loaned Stokley $4,000, and constantly thereafter, Davis urged Stokley to repay his loan as quickly as possible.

ANSWER

Affirmed.

FINDING NO. 73

Stokley has paid to Davis $3,000 on account of the $4,000 principal of Davis' loan, leaving a balance of $1,000 principal and much accumulated interest still unpaid.

ANSWER

I refuse this request as not an accurate statement of the account between Davis and Stokley.

FINDING NO. 74

Davis applied all money received from Stokley to principal and interest on Davis' $4,000 loan to Stokley.

ANSWER

Refused. Davis testified in the proceedings before me that he had so applied the money, but the contemporary evidence shows that some of it was received by him as in-

[76] terest on the $10,000 loan, as more fully set forth in the body of my report.

FINDING NO. 75

Davis has never received any payments of interest or principal on the Kaufman loan to Stokley.

ANSWER

Refused.

FINDING NO. 76

All payments on account of the loan by Kaufman were paid by Stokley directly to Kaufman.

ANSWER

Refused.

FINDING NO. 77

Kaufman has received $1,200 from Stokley on account of the interest on his loan.

ANSWER

Refused. I am not convinced that Kaufman received the amount mentioned.

FINDING NO. 78

Kaufman did not make the loan to Stokley for the purpose of influencing Davis' vote in the *Root* case.

ANSWER

It is true that Kaufman did not make the loan to Stokley for the purpose of influencing Davis to do something he had already done, but I have found that it was made at least

[77] in part to compensate him for the favorable action in the *Root* case which he had already taken.

FINDING NO. 79

The loan by Kaufman to Stokley did not in any way affect Judge Davis' vote in the *Root* case.

ANSWER

The loan, of course, could not affect Judge Davis' vote which had already been given; otherwise I answer this request as in the case of request No. 78.

FINDING NO. 80

There was at no time during 1935, or at any time prior or subsequent thereto, a conspiracy among Kaufman, Davis and Universal for any purpose whatsoever.

ANSWER

Refused.

FINDING NO. 81

Universal had other suits which it might have brought to trial in the Third Circuit in about the year 1936. It could have pressed the *Crew-Levick* case.

ANSWER

Affirmed.

FINDING NO. 82

Universal did not press the advantage of the *Root* decision by pushing other litigation in the Third Circuit in 1935 and 1936.

ANSWER

Affirmed.

[78] FINDING NO. 83

After *certiorari* had been denied in the *Root* case, Universal agreed with Amici to try, in circuits other than the Third Circuit, cases involving the validity and infringement of the Dubbs and Egloff patents.

ANSWER

Affirmed.

FINDING NO. 84

The *Root* case was settled in 1939.

ANSWER

Affirmed.

FINDING NO. 85

There are no adverse parties with adverse interests in this proceeding.

ANSWER

Refused. While, technically, amici may not be parties, they were acting in part on behalf of their clients and the interests of their clients and the interests of Universal were adverse.

Requests for Conclusions of Law Submitted by Universal Oil Products Company

CONCLUSION NO. 1

The instant proceeding does not constitute a case or controversy within the meaning of Article III, Section 1 of the Constitution.

ANSWER

Refused.

[79] CONCLUSION No. 2

The evidence establishes, as a matter of law, that there was no conspiracy between Universal, Kaufman and Davis, or any persons acting for or on behalf of any of them, to corrupt, obstruct or distort justice in or in connection with the *Root* case.

ANSWER

Refused.

CONCLUSION No. 3

There is no evidence of any conspiracy between Universal, Kaufman and Davis, or any persons acting for or on behalf of any of them, to corrupt, obstruct or distort justice in or in connection with the *Root* case.

ANSWER

Refused.

CONCLUSION No. 4

The evidence establishes, as a matter of law, that neither Universal, nor any person acting for or on its behalf, participated in any fraud, corruption, obstruction or distortion of justice in or in connection with the *Root* case.

ANSWER

Refused.

CONCLUSION No. 5

There is no evidence that Universal or any person acting for on its behalf participated in any fraud, corruption, obstruction or distortion of justice in or in connection with the *Root* case.

ANSWER

Refused.

[80] CONCLUSION No. 6

The evidence in this proceeding is, as a matter of law, insufficient to warrant any inference of fraud, corruption, obstruction or distortion of justice in or in connection with the *Root* case.

ANSWER

Refused.

CONCLUSION No. 7

The evidence establishes, as a matter of law, that there were no improper relationship or dealings of any nature whatsoever between Universal, Kaufman and Davis in or in connection with the *Root* case.

ANSWER

Refused.

CONCLUSION No. 8

The evidence is, as a matter of law, insufficient to warrant any inference of improper relationship or dealings of any nature whatsoever between Universal, Kaufman and Davis in or in connection with the *Root* case.

ANSWER

Refused.

CONCLUSION No. 9

Evidence of any relationship or dealings between Davis, Kaufman and Fox in 1936 is, as a matter of law, incompetent, irrelevant and immaterial in this proceeding.

ANSWER

Refused.

[81] CONCLUSION No. 10

Evidence of any relationship or dealings between Davis and Kaufman from 1936 to 1938 is, as a matter of law, incompetent, irrelevant and immaterial in this proceeding.

ANSWER

Refused.

CONCLUSION No. 11

There is, as a matter of law, no evidence of a corrupt and illicit combination between Davis and Kaufman in 1935, to obstruct justice.

ANSWER

Refused.

CONCLUSION No. 12

There is, as a matter of law, no evidence of a corrupt and illicit combination between Davis and Kaufman from 1936 to 1938 to obstruct justice.

ANSWER

Refused.

CONCLUSION No. 13

The Steedle memorandum, as a matter of law, is incompetent, irrelevant and immaterial in this proceeding.

ANSWER

As I have now excluded the Steedle memorandum, it is unnecessary to answer this request.

Answers to Requests by Universal for Conclusions of Law

[82] CONCLUSION No. 14

The judgments of the Circuit Court of Appeals for the Third Circuit in the *Root* case are valid and not tainted with fraud, corruption, obstruction or distortion of justice.

ANSWER

Refused

[83] Memorandum Opinion in re Objections to Admissibility in Evidence of the Steedle Memorandum.

Amici offered a memorandum (R. 3690 [1868-9]), hereinafter referred to as the Steedle memorandum, as evidence of the facts stated therein, and counsel have asked me to rule upon its admissibility at this time prior to the conclusion of the testimony.

This memorandum consists of eight typewritten sheets fastened together with an eyelet, bearing on the margin of each sheet the printed words "Robert I. Steedle, Counsellor at Law, Atlantic City, N. J." Mr. Steedle was a Referee in Bankruptcy with offices in Atlantic City; he died in the spring of 1937. After his death the memorandum was found in his safe in an official envelope for use by him as Referee in Bankruptcy, marked on the outside in typewriting with the words "ROBERT E. STEEDLE—PERSONAL" It was unsigned.

The memorandum is a record of certain incidents stated therein to have occurred between the dates of May 2, 1936, and October 4, 1936, which, if believed, would indicate that Morgan S. Kaufman and Judge J. Warren Davis were attempting to influence Mr. Steedle improperly in the discharge of his duty as a Referee in Bankruptcy, particularly in relation to the bankruptcy proceedings of one William Fox.

Counsel for Universal objects to the admission in evidence of this memorandum on four grounds, which the stated as follows:

First: Its authenticity has not been established;

Second: It is not admissible either under the provisions of the Judicial Code, 28 USCA § 695, or 28 Pennsylvania Statutes Annotated, § 91(b);

[84] Third: It is not admissible under the exception to the hearsay rule applying to records maintained by a public official; and

Fourth: It is not admissible as a part of the *res gestae*.

Amici contend that the authenticity of the memorandum has been established and that it is admissible either as a part of the *res gestae* or as an exception to the hearsay rule.

On the question of the authenticity of the memorandum, I find that it has been sufficiently proven and identified. Three witnesses testified that in the summer or early autumn of 1936, Mr. Steedle had shown them this memorandum as a recital of incidents which he apparently thought should be recorded in some permanent form. One of these, his secretary, testified that the memorandum contained the substance of notes which Mr. Steedle had made in his own handwriting on yellow sheets of paper at different times during the spring and summer of 1936 (R. 3686, 3687, 3710 [1866-7, 1881]). The witness was somewhat uncertain as to the exact time when the notes were transferred to the typewritten pages, but was clear in her recollection that this occurred upon at least three occasions (R. 3692, 3702 [1870, 1876]).

Although the witness became somewhat confused on cross-examination, I am satisfied that the above summary of her testimony is a fair statement of its meaning, and I find that a record of the incidents recited in the memorandum now offered in evidence was first written by Mr. Steedle on yellow sheets of paper at various times from May to October of 1936; that the contents of these sheets were transcribed in the form in which they are now offered either by Mr. Steedle himself or at his direction at least three different times during that period; and that the authenticity of the memorandum has been established.

The memorandum is offered as part of the *res gestae*. I find that it is not admissible on this ground. It is argued that the principal fact under consideration is whether Davis

[85] and Kaufman were attempting to influence Steedle and that the memorandum may be considered to be part of that transaction. The difficulty with this argument is that the statements made in the memorandum or the memorandum itself are not part of the transaction. The memorandum is rather in the nature of a narration by Mr. Steedle of facts such as statements made by Davis or by Kaufman, or by Steedle to them. These might be a part of the *res gesta*, but a memorandum made after the incidents had occurred is, in my opinion, a mere narration of events and not a part of the transaction itself.

There remains the much more difficult question whether the memorandum is admissible, either at common law or under any applicable statute, as an exception to the hearsay rule. The courts, even at common law, have admitted hearsay statements under some circumstances especially where the declarants were unavailable as witnesses and the facts were such as to afford a reasonable guarantee of the truthfulness of the statements. Dying declarations, statements against interest, declarations about family history, attestations of subscribing witnesses, statements of deceased persons under some circumstances, official statements, spontaneous exclamations, and regular entries in the course of business are instances of hearsay statements which are held admissible under the rule of the common law.

There are certain expressions in the opinions of the courts, both in England and America, which seem to suggest that statements of deceased persons concerning relevant facts, if fully authenticated, should be received in evidence from the necessity of the case wherever the circumstances are such as to show that the declarant was disinterested, that the declaration was made before the dispute involved in the litigation had arisen, and that the declarant had peculiar means of knowledge of the subject to which he referred. See, for example, the remarks of Jessel, M. R., in *Sugden* v.

St. Leonards, L.R. 1 P.D. 154 (cited in Wigmore, 3d Edition, Vol. V, Sec. 1420, and a dictum of a simi- [86] lar nature in *Chaffee & Co.* v. *United States*, 18 Wallace 516, at p. 541).

Mr. Wigmore expresses the opinion that the rule should be that all statements of deceased persons should be admitted as evidence of facts stated by them, in view of the necessity of the case, "leaving the application of the rule to the trial Court," (Wigmore, 3d Edition, Vol. V, Sec. 1427). He also points out that some states have adopted this rule by statute (Wigmore, 3d Edition, Vol. V, Sec. 1576). Such a rule has been recommended by a committee of the American Bar Association and by the American Law Institute, which, in its Code of Evidence just published, provides in Rule 503:

> "Evidence of a hearsay declaration is admissible if the judge finds that the declarant
>
> "(a) is unavailable as a witness. . . ."

This rule is recognized by its authors to be in advance of the law as at present laid down by the decisions of the courts, but there are some cases which come very close to the case now under discussion.

In *Nicholls* v. *Webb*, 8 Wheaton 326, is was held that the books of a notary public were admissible in evidence after his decease to prove a demand of payment and notice of non-payment of a promissory note. The court held, p. 337:

> "We think it a safe principle, that memorandums made by a person in the ordinary course of his business, of acts or matters which his duty in such business requires him to do for others, in case of his death, are admissible evidence of the acts and matters so done. It is of course liable to be impugned by other evidence; and to be encountered by any presumptions of facts which diminish its credibility or certainty. *A fortiori* we think the acts of a public officer, like a

notary public, admissible, although they may not be strictly official, if they are according to the customary business of his office, since he acts as a sworn officer, and is clothed with public authority and confidence."

[87] In *LeBrun v. Boston & Maine Railroad*, 83 N. H. 293, one question involved was the extent and nature of the plaintiff's injuries. The defendant offered in evidence the report of its surgeon (since deceased) made at the time he examined the plaintiff, containing certain statements which were inconsistent with the plaintiff's testimony. The court admitted the report, saying in the course of its opinion (pp. 299, 300):

> "To qualify an entry under the exception to the hearsay rule there must be a necessity for its admission as evidence, and the circumstances under which it was made must be such as to guarantee that the statements therein are fairly trustworthy. *Roberts v. Company*, 78 N. H. 491, 494. . . . The circumstantial trustworthiness of the report is supported by the fact that the examination, and the entry thereof, were made in the regular course of the business he had undertaken to perform and for the accuracy and truthfulness of which he assumed responsibility, there being an absence of evidence of any controlling motive to misrepresent.
>
> . . . . . .
>
> "The fact that the record does not disclose the number and frequency of such entries by the defendant's surgeons in general, or by Dr. Stillings in particular, does not demonstrate the unreliability of the entry. The degree of regularity goes only to its weight as evidence in support of the trustworthiness of the recorded statements. The question of the fulfillment of the requirement of regularity presented a question in the first instance for the trial court."

In *Kennedy* v. *Doyle*, 92 Mass. (10 Allen) 161, the court held admissible a church record of baptism kept by a priest, who had since died, stating near the end of its opinion, p. 167:

> "In the United States, the law is well settled that an entry made by a person in the ordinary course of his business or vocation, with no interest to misrepresent, before any controversy or question has arisen, and in a book produced from the proper custody, is competent evidence, after his death, of the facts thus recorded." Citing further decisions on similar points.

[88] In *Leland* v. *Cameron et al.*, 31 N. Y. 115, an entry made by an attorney who had since died, showing the issue of a fi. fa. on a certain date was admitted. The court said, p. 121:

> "The rule of evidence applicable to entries made by deceased persons, is thus stated in 1 C. & H., note 675: that 'all entries or memoranda made in their course of business or duty by any one who would, at the time, have been a competent witness of the fact which he registers, are competent.'" Citing certain instances.

In *Fisher et al.* v. *The Mayor et al.*, 67 N. Y. (Court of Appeals) 73, the court admitted an entry made by an attorney, since deceased, as proof of the confirmation of a report assessing damages for the taking of certain property, where the order of confirmation could not be found, saying:

> "Entries made by third persons in the usual course of professional employment contemporaneously with the transaction recorded, are admissible to prove the fact stated, after the death of the person by whom the entry was made. . . . There is no absolute duty resting upon an attorney to make such an entry, but this

is not essential, it is sufficient if the entry was the natural concomitant of the transaction to which it relates, and usually accompanies it."

In *Jameson* v. *First Savings Bank & Trust Co.*, 103 A. L. R. 1492 (New Mexico, 55 P. (2d) 743), the court admitted an entry in a memorandum book kept by a lawyer, since deceased, in which it was his custom to make entries of important matters of business happening during the day, for the purpose of proving that he had by a telephone conversation received authority to execute an assignment for a client. There is an annotation following the report of this case, 103 A. L. R. 1501, reviewing the cases on this subject which need not be further discussed.

The tendency of the cases is clearly toward greater liberality in the admission of the declarations of deceased persons where the declarations are made under such cir-[89] cumstances as to indicate that they are trustworthy, this safeguard being considered a substitute in some measure for the right to cross-examine. The fact that a declaration is made in written form in the regular course of the business or professional work of the declarant is considered to be a sufficient test of its reliability, where no element appears suggesting an intention or motive to deceive.

In the case before us it is clear that whether or not the memorandum was made in the course of Mr. Steedle's professional work (a point to be later discussed) he was disinterested in the present investigation as it was not begun until after his death. It might be contended with some force that making a record of the incidents referred to was against Mr. Steedle's interest in view of the fact that he did not disqualify himself but continued to act as a Referee in Bankruptcy in the case of William Fox. If his rulings had been favorable to Mr. Fox, the memorandum might have led to the conclusion that he had been influenced by

the acts of Messrs. Davis and Kaufman, whereas if his rulings were principally against Mr. Fox, as they were, a question might be raised as to whether he had not been unduly influenced against the bankrupt by the incidents recorded in the memorandum. Considerations of this character have been held to be such interest may effect the admissibility of a declarant's statement: *Hines* v. *Com.*, 136 Va. 728, 117 S. E. 843; *Brennan* v. *State*, 151 Md. 265, 134 Atl. 149. See also Restatement, Evidence, Rule 509(1).

It is unnecessary to decide whether the authorities above cited would sustain the admissibility of the memorandum under the rules of the common law; as main reliance has been placed upon statutes and rules of court which are clearly intended to extend further the rules of evidence.

The Federal statute, 28 USCA §695, reads as follows:

> "In any court of the United States and in any court established by Act of Congress, any writing or record, whether in the form of an entry in a book or otherwise, made as a memorandum or record of any act, transaction, occurrence, or event, shall be admissible [90] as evidence of said act, transaction, occurrence or event, if it shall appear that it was made in the regular course of any business, and that it was the regular course of such business to make such memorandum or record at the time of such act, transaction, occurrence, or event or within a reasonable time thereafter. All other circumstances of the making of such writing or record, including lack of personal knowledge by the entrant or maker, may be shown to affect its weight, but they shall not affect its admissibility. The term 'business' shall include business, profession, occupation, and calling of every kind. (June 20, 1936, c. 640 §1, 49 Stat. 1561.)"

Concerning the rules of evidence to be applied in the Federal courts, the Rules of Civil Procedure provide, in Rule 43a, as follows:

> "All evidence shall be admitted which is admissible under the statutes of the United States, or under the rules of evidence heretofore applied in the courts of the United States on the hearing of suits in equity, or under the rules of evidence applied in the courts of general jurisdiction of the state in which the United States court is held. In any case, the statute or rule which favors the reception of the evidence governs and the evidence shall be presented according to the most convenient method prescribed in any of the statutes or rules to which reference is herein made."

The Pennsylvania statute reads as follows:

> "A record of an act, condition or event shall, in so far as relevant, be competent evidence if the custodian or other qualified witness testifies to its identity and the mode of its preparation, and if it was made in the regular course of business at or near the time of the act, condition or event, and if, in the opinion of the court, the sources of information, method and time of preparation were such as to justify its admission." Act of May 4, 1939, P. L. 42, § 2, (28 P. S. § 91b).

Both statutes provide that the "record" (to use the language of the Pennsylvania act) or the "memorandum or [91] record" (to quote the Federal act) must have been made in the regular course of business, but the Pennsylvania Act is more liberal in omitting the requirement that it must have been the regular course of such business to make such a memorandum or record.

The word "business" is defined in the Pennsylvania Act to include

"every kind of business, profession, occupation, calling, or operation of institutions, whether carried on for profit or not:" (Act of May 4, 1939, P. L. 42, § 1, (28 P. S. § 91a).

The question then is presented whether the memorandum was made by Referee Steedle in the "regular course" of his profession as a Referee in Bankruptcy "at or near the time" of the incidents which it records and whether "the sources of information, method and time of preparation were such as to justify its admission."

I find that the sources of information, method and time of preparation were such as to justify the admission of the memorandum if it was made in the regular course of business within the meaning of the Act. While the dates when Mr. Steedle first recorded the incidents mentioned in the memorandum were not definitely fixed by the testimony, I do not consider this as important as it would be in a case where the record consisted of entries of figures or dates which it would be more difficult to remember with accuracy even for a short time. In substance, the memorandum consists of a recital of various incidents of which the exact dates are not very material and the yellow sheets were written and the memorandum was made at different times between May 2nd and October 4th, the period during which all the incidents are alleged to have occurred. I do not think the time which may have elapsed after the happening of the alleged events before Mr. Steedle made a record of them casts sufficient doubt upon the accuracy of his recollection to make the statement inadmissible under the statute.

[92] We come then to the final question, was the memorandum made in the regular course of Mr. Steedle's profession as a Referee in Bankruptcy?

Counsel on both sides of this controversy have discussed *Hoffman v. Palmer et al.*, 129 F. (2d) 976, a case construing

the Federal statute, but it does not help us very much in the solution of this problem.

The court excluded the written report of an engineer who had been involved in a railway accident and was deceased at the time of the trial because very evidently his account would not be disinterested. It was assumed that the report was made in the course of business. There was a dissent by one member of the court on the ground that under the Federal statute the statement of a deceased person made in the regular course of business is admissible whether the witness was disinterested or otherwise.

Counsel have also cited *Freedman v. The Mutual Life Insurance Company of New York*, 342 Pa. 404, a case construing the Pennsylvania statute. In this case, the court admitted in evidence as documentary proof the written records of a physician, including, among other things, statements made to him by a deceased insured, although the physician was alive and a witness at the trial. The court held the evidence admissible at common law but also said if any doubt existed it was removed by the statute.

The court did not discuss, for it had no occasion to do so, the distinction between the Federal statute and the Pennsylvania statute, but the significance of the omission in the Pennsylvania statute is not to be ignored. Whereas the Federal statute requires not only that the record shall be made in the regular course of business, but that it shall have been the regular course of that business for such a record to be made, the Pennsylvania statute omits the latter requirement altogether. The Pennsylvania Act is a copy of the uniform act prepared by a Committee of the American Bar Association. It cannot be assumed that there was no reason for the omission of the clause referred to, particularly as [93] the Pennsylvania Act was enacted later than the Federal statute. It seems clear that the intention of the Pennsylvania legislature was to liberalize further the rules of

evidence by permitting a record to be admitted if it was made in the regular course of a business or profession, even though it was not usual or customary for such a record to be made in that particular business or profession. The argument that the Steedle memorandum is inadmissible, because it has not been shown that it was the regular course of business of a Referee in Bankruptcy to make such memoranda, must therefore be rejected.

It is argued, however, that the memorandum was not made in the regular course of Mr. Steedle's professional work because it relates to the actions of others rather than to anything which he did as a Referee and because, it is argued, the memorandum itself is "not consistent with a regular systematic practice of making entries recording contemporaneously events as they happened." The admission of a "record" under the Act, however, does not appear to be limited to cases where there is a "regular systematic practice." It evidently contemplates a record of a single "act, condition or event" if made in the regular course of business and there is no requirement of a systematic practice of recording such or any events.

The question is one of unusual difficulty for I have found no record of any other instance where a judicial or quasi-judicial officer has had occasion to record acts which he believed were intended to corrupt his official action. Where he does so, however, I am unable to conclude that the record is not made in the course of his profession as a judicial officer. It certainly relates to his judicial work. Whether it is made in the *regular* course of his profession depends upon the meaning of the word "regular" as used in the statute. I am of opinion that it means no more than that the record should have been made during the progress of declarant's professional work and at times reasonably related to the happening of the events recorded.

Memorandum Opinion

[94] I am mindful of the statement of the court in *LeBrun v. Boston & Maine Railroad, supra*, in which, referring to the record admitted in that case, it said:

> "The degree of regularity goes only to its weight as evidence in support of the trustworthiness of the recorded statements. The question of the fulfillment of the requirement of regularity presented a question in the first instance for the trial court."

The memorandum in this case was not made all at one time. The notes which Mr. Steedle originally made in longhand on yellow sheets of paper and the contents of which were subsequently incorporated into the memorandum were made at various times reasonably related to the dates of the events themselves and the memorandum was made during the period of the happening of these events upon at least three different occasions. It was not made solely for the personal satisfaction of Mr. Steedle but because he was evidently disturbed by what he thought were efforts to obstruct justice. The care which he exercised in the preparation and custody of the memorandum indicates that he considered it to be a part of his official duty to record the facts stated therein. I conclude that the memorandum was made by Mr. Steedle in the regular course of his profession as a Referee in Bankruptcy.

The Rule of Civil Procedure quoted above (Rules of Civil Procedure 43a), provides in part: "in any case, the statute or rule which favors the reception of the evidence governs." While this provision of the rule may not be intended further to enlarge the rules of evidence, it is indicative of the attitude of both rulemakers and courts and suggests that if there is a doubt, it should be resolved in favor of the admissibility of evidence.

I overrule the objection and admit the memorandum in evidence.

Memorandum Opinion

I am the more willing to adopt this course because the memorandum refers to acts and statements of living persons, particularly Mr. Kaufman and Judge Davis, and to [95] incidents which may be disproved, if the statements concerning them are untrue, by calling witnesses who are available. Kaufman and Davis have both testified and have admitted in part and denied in part the incidents mentioned in the memorandum. They are still available and may be recalled as witnesses if counsel believe the statements contained in the memorandum can be further refuted. Copies of the memorandum have been in the possession of all counsel for several weeks.

In making this ruling I decide nothing concerning the relevancy of the statements contained in the memorandum.

T. R. WHITE
Master

January 29, 1943.

Objections and Exceptions by Universal Oil Products Company to the Report of Thomas Raeburn White, Esq., Master.

And now, to wit, November 20, 1943, while from the commencement of this proceeding on June 5, 1941, as indicated by its counsel on that date, Universal Oil Products Company has at all times been willing that the above entitled causes be reargued before this Court and now renews its offer so to do, it hereby objects and excepts to the report filed with the Clerk of this Court on October 19, 1943, by Thomas Raeburn White, Esq., appointed Master by order of this Court dated November 28, 1941, inasmuch as he erred:

1. In finding that the appeals in the above-entitled cases "were decided on June 26, 1935", (Report, p. 1-2* [3516-7**]).

2. In finding that "Although the case had been settled, the decision was used as a precedent and, in some cases was claimed to be *res judicata* on the ground that other companies had participated in its defense" (Report, p. 2 [3517-8]).

3. In finding that Morgan S. Kaufman "was not an outstanding lawyer" (Report, p. 4-5 [3519-20]).

4. In finding that the time "When Kaufman was retained is not satisfactorily disclosed by the testimony" (Report, p. 5 [3520-1]).

5. In failing to find that Morgan S. Kaufman was retained on behalf of Universal Oil Products Company by Frank L. Belknap, Esq., in 1932.

6. In finding that some of the counsel for Universal Oil Products Company, who were active in the above-en-

* Pages refer to original pages in report of Master White.

** Pages in brackets refer to pages in printed record.

titled litigation "had never heard of Kaufman's connection with the case until 1935 or even later, while others were very guarded in their statements" (Report, p. 5 [3520-1]).

7. In finding that "there is nothing in the record upon which I [the Master] can base a finding as to the date when Kaufman was retained" (Report, p. 6 [3521]).

8. In finding that "The date is important only as bearing upon the question whether the length of time during which Kaufman was under retainer would explain the compensation paid him" (Report, p. 6 [3521-2]).

9. In finding that Morgan S. Kaufman performed no legal services for Universal Oil Products Company in connection with the above-entitled matter" (Report, p. 8 [3523]).

10. In finding that "The record, however, discloses that he [Kaufman] was paid, admittedly for services in the Root case, $25,000 on October 22, 1935 * * * and $5,000 on July 27, 1936 * * *" (Report, p. 8 [3523-4]).

11. In finding that Morgan S. Kaufman "would not have been paid these 'retainers' [$10,000 on March 18, 1936, and $10,000 on December 2, 1936] except for his services in the Root case, and that the agreement to pay the retainers was entered into as a part of the transaction whereby he was compensated for whatever services he had performed in the Root case" (Report, p. 8 [3524]).

12. In failing to find that the two payments last above referred to were retainers for the years 1936 and 1937.

13. In finding, in connection with the bookkeeping memorandum (*Amici* Ex. 37) showing payments to Morgan S. Kaufman of $50,000, that "If the only question

then [December 2, 1936] before Halle was whether Kaufman was entitled to a $10,000 retainer for the ensuing year, the question as to how much he had been paid for the Root case seems immaterial" (Report, p. 8 [3524]).

14. In finding that "Mr. Halle made it clear that when this last payment was made, the obligation to Kaufman was ended so far as he was concerned" (Report, p. 8-9 [3524]).

15. In finding that "There is no credible evidence from which I [the Master] can find what the arrangement made with Kaufman was at the time he was retained" (Report, p. 9 [3525]).

16. In finding that "The real question involved here is whether the arrangement with Kaufman was a retainer in the normal sense or an agreement to pay him a fee in the event of success in the Root case" (Report, p. 9 [3525]).

17. In finding that "The facts developed by the testimony, including Kaufman's recital of his conversation with Belknap, point to the conclusion that the arrangement with Kaufman was that he was to be paid a substantial fee if the Root case was ultimately decided in favor of Universal" (Report, p. 9 [3525]).

18. In finding that if Morgan S. Kaufman "had been retained on a 'hold off' basis as claimed, * * * in the normal course of events such retainer would have been paid currently" (Report, p. 9 [3525]).

19. In finding that Kaufman's testimony (R. 1765 [851]) "appears to be a plain recognition that the $25,000 payment was contingent upon final success in the Root case" (Report, p. 10 [3526]).

Objections and Exceptions by Universal Oil Products Co.

20. In finding that Morgan S. Kaufman "was put off until after the Supreme Court had acted upon the petition for certiorari" (Report, p. 10 [3526]).

21. In finding that "there was an agreement or understanding between Universal and Kaufman that he was to be paid a substantial fee if and when the Root case was finally decided favorably to Universal" (Report, p. 10 [3526]).

22. In finding that "there is substantially no evidence" as to what services Morgan S. Kaufman was "expected to perform in return for this fee" (Report, p. 10 [3526-7]).

23. In finding that "Mr. Halle's testimony on this point was vague and unsatisfactory" (Report, p. 10 [3527]).

24. In finding that "There was no need for local counsel in Pennsylvania" (Report, p. 10-11 [3527]).

25. In finding that "What Kaufman was to do in return for the money he was to receive, and did receive, can only be inferred from what he did" (Report, p. 11 [3527]).

26. In finding that "certain matters which afterwards [subsequent to October 24, 1935] arose were adjusted" (Report, p. 11 [3527]).

27. In finding that the contract dated November 25, 1935, was "revised" (Report, p. 11 [3527-8]).

28. In holding that "The first question is whether it was a legitimate business transaction entered into by Kaufman as an investment or was merely a device to benefit Davis with intent to influence his judicial action or in compensation therefor" (Report, p. 12 [3528]).

Objections and Exceptions by Universal Oil Products Co.

29. In finding that "the loan [to Stokley] was not a *bona fide* business transaction entered into for profit by Kaufman" (Report, p. 12 [3528]).

30. In failing to find that the loan by Morgan S. Kaufman to Stokley was a legitimate business transaction, made upon ample security.

31. In finding that the loan to Stokley "was made as a favor to Judge Davis in response to a request from him" (Report, p. 12 [3528]).

32. In finding that "it was a reasonable inference that Stokley would not make application to him [Kaufman] for a loan unless he had failed to get it from sources in Mount Dora or its vicinity" (Report, p. 12 [3529]).

33. In finding that the loan to Stokley "bears no resemblance to a *bona fide* investment" (Report, p. 12 [3529]).

34. In holding that the testimony relating to "another transaction (hereinafter referred to as the Fox transaction) involving Davis and Kaufman, which began the same year during which payments were being made on the Stokley loan" was admissible "As bearing upon the question whether this loan was a *bona fide* investment or was intended to benefit Judge Davis for some fraudulent purpose" (Report, p. 13 [3529]).

35. In holding that the rule of law that "where the question at issue is the intent or purpose with which an act is done, a similar act at or near the same time involving the same persons may be shown in order to throw light upon the intention of the parties" is applicable to the facts developed herein (Report, p. 13 [3529]).

36. In holding that "The motive or purpose of the favor granted to Davis through the making of the Stokley

loan must be considered in the light of the testimony regarding the Fox transaction" (Report, p. 17 [3533-4]).

37. In finding that the Stokley loan "was made for the purpose of influencing or compensating Davis for favorable judicial action in cases in which Kaufman was interested" (Report, p. 17 [3533-4]).

38. In finding that "It is undisputed that all the details of this [Stokley] loan were attended to by Judge Davis" (Report, p. 17 [3534]).

39. In finding that "There is no evidence that Kaufman paid any attention to these negotiations or knew anything about them" (Report, p. 18 [3534]).

40. In finding that Davis "ultimately succeeded in obtaining additional security from Stokley to cover the amount of this [county taxes] lien" (Report, p. 18 [3535]).

41. In finding that "every detail of the arrangement of this [Stokley] loan was attended to by Davis without consultation with Kaufman" (Report, p. 18 [3535]).

42. In finding that "Many of the letters passing between Stokley and Davis contain expressions indicating that it was Davis and not Kaufman who was the real party in interest" (Report, p. 19 [3535-6]).

43. In finding that "More important, however, than these statements, although of much weight when their number and character are considered, are certain payments which Stokley made to Judge Davis during the period from the date of the Stokley loan until the investigation was begun" (Report, p. 19 [3536]).

44. In finding that the payments (referred to above) were not payments on account of the principal of Judge Davis' loan to Stokley (Report, p. 19 [3536]).

45. In finding that "such contemporary documentary evidence as there is" established that the payments (referred to above) by Stokley to Davis "were interest payments" (Report, p. 19 [3536]).

46. In finding "that these payments were not made on account of the principal of the $4,000 loan is also apparent from the fact that Stokley on February 9, 1937, paid $320 to Davis as a full year's interest at 8% on the loan of $4,000 due March 19, 1937" (Report, p. 19 [3536]).

47. In finding that "Judge Davis' testimony, supported in part by his secretary, that these payments were not interest payments but were payments on account of the principal of the $4,000 loan, must be rejected" (Report, p. 21 [3538]).

48. In finding that "There is no evidence that Kaufman made any effort to collect the interest due on the $10,000 loan prior to the investigation of Judge Davis" (Report, p. 21 [3538]).

49. In finding that "upon five separate occasions interest on the $10,000 loan was paid to Davis and retained by him" (Report, p. 21 [3538]).

50. In finding that Davis falsely testified "that the interest payments above referred to were payments on account of the principal of his [Davis'] $4,000 loan to Stokley" (Report, p. 21 [3538]).

51. In finding that Davis and Kaufman made "false statements as to the date when Kaufman was first spoken to by Davis, with respect to the $10,000 loan" (Report, p. 21 [3538]).

52. In failing to find that Davis and Kaufman first discussed the question of the Stokley loan during "an accidental meeting on the train in August", 1935.

53. In failing to find that Davis had attempted "to obtain the loan from two friends of his, other than Kaufman, both of whom are now deceased, during the period between his visit to Stokley on his way North and the date when he spoke to Kaufman in August" (Report, p. 23 [3540-1] f.

54. In finding that "Kaufman's name was disclosed to Stokley as the prospective lender in March" (Report, p. 23 [3540-1]).

55. In finding that the testimony on the part of Davis and Kaufman concerning the date of the initiation of the discussion between them concerning the Stokley loan "is a clear indication that the transaction was an improper one and they were endeavoring to conceal its real nature" (Report, p. 23 [3541]).

56. In finding that the letter from Stokley to Eunice Cole, dated December 19, 1940 (*Amici* Ex. 205) makes it apparent "That Stokley knew that the financial arrangements he had made with Judge Davis were not legitimate" (Report, p. 23-4 [3541]).

57. In finding that "Davis had a financial interest in the loan made by Kaufman to Stokley" (Report, p. 24 [3541]).

58. In finding that Judge Davis "received substantial sums on account of this interest prior to the beginning of the investigation of his judicial conduct" (Report, p. 24 [3541]).

59. In finding that Judge Davis "had an interest [in the Stokley loan]" and that that interest was "sufficient for present purposes" (Report, p. 24 [3541]).

60. In finding that there was no direct evidence on the question as to "whether Davis knew that Kaufman was interested in the Root case" (Report, p. 25 [3542]).

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61. In finding that, in the determination of whether Judge Davis knew that Kaufman was interested in the Root case, he was compelled to "rely entirely upon inference" (Report, p. 25 [3542]).

62. In finding that "There is, however, evidence which points incontestably to the conclusion that it was understood between Davis and Kaufman that the amount loaned to Stokley should come from the Root fee" (Report, p. 25 [3542]).

63. In finding that "Davis must therefore have known Kaufman was interested in that [*Root*] case" (Report, p. 25 [3542]).

64. In finding that "Davis intentionally delayed final action on the loan until the Root case was finally decided" (Report, p. 25 [3543]).

65. In finding that the telegram sent by Judge Davis to Cooley on October 4, 1935, was "the most convincing evidence that the amount of the loan was to come from the Root fee" (Report, p. 25 [3543]).

66. In finding that on October 4, 1935, "Davis knew that the petition for certiorari would probably be acted upon within a 'few days'" (Report, p. 26 [3543]).

67. In finding that "The only inference which can be drawn from Davis' telegram [to Cooley dated October 4, 1935] is that the money from which the loan was to come was not then available, but would be 'in a few days'" (Report, p. 26 [3543]).

68. In finding that the evidence "points unerringly to the conclusion that it was not Kaufman's individual funds which were to be used in making the loan, but funds yet to be received from some other source" (Report, p. 26 [3543]).

69. In finding that "the conclusion is irresistible that the understanding between Davis and Kaufman was that when Kaufman got his fee in the Root case $10,000 of it was to be used for the Stokley loan" (Report, p. 26 [3544]).

70. In finding that "Davis and Kaufman had an understanding or arrangement between them, although it may have been entirely informal, that in cases in which Kaufman was interested he would procure some financial benefit for Davis in return for favorable judicial action" (Report, p. 26 [3544]).

71. In finding that "it is incredible that Kaufman, who was retained in a case involving so large an amount of money as the Root case, for a period of three and one-half years prior to the decision, as contended by Universal, or for some lesser period, should not have informed Davis of his interest in it" (Report, p. 26-27 [3544]).

72. In finding that the testimony given by Davis and Kaufman regarding the date when Davis first spoke to Kaufman about the Stokley loan necessarily establishes "a desire [on the part of Davis and Kaufman] to disassociate the Stokley loan from the Root case" (Report, p. 27 [3544]).

73. In finding that the "desire to disassociate the Stokley loan from the Root case", attributed to Davis and Kaufman, "in itself gives rise to a strong inference that the two [the Stokley loan and the *Root* case] were connected" (Report, p. 27 [3544]).

74. In finding that "the Stokley loan was made pursuant to a previous understanding between Davis and Kaufman that Davis was to lend his influence to a favorable decision in the Root case and was to receive some

financial benefit out of the fee which Kaufman was to receive" (Report, p. 27 [3544]).

75. In finding that "there is evidence in the record which leads me [the Master] to conclude that Universal was not entirely innocent" (Report, p. 27 [3545]).

76. In finding that Kaufman was "a comparatively unknown lawyer who was not competent to assist" in Universal's litigation (Report, p. 27 [3545]).

77. In finding that Mr. Halle's testimony "was vague and unsatisfactory" (Report, p. 28 [3545]).

78. In finding that "Mr. Halle's testimony is not entirely consistent with frankness" (Report, p. 28 [3545]).

79. In finding that the diary kept by the receptionist in the New York office was "a careful record of persons who called to see Mr. Halle, to whom he telephoned or who telephoned him" (Report, p. 28 [3546]).

80. In finding that the omission of Kaufman's name from the receptionist's diary (above referred to) prior to October 22, 1935, leads "to the conclusion that Halle's testimony is incorrect and that in fact he did not communicate with Kaufman or receive visits from him as alleged during this period" (Report, p. 28-9 [3546]).

81. In finding that "it is not probable that Kaufman's name would have been inadvertently omitted [from the receptionist's diary] on every occasion [prior to October 22, 1935] when he called or telephoned". (Report, p. 29 [3546]).

82. In finding that Mr. Halle's testimony concerning the receipt of bills from Judge Haight or his firm "was not entirely frank" (Report, p. 29 [3546-7]).

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83. In finding that "Halle must have been aware that he had made a misstatement [before the Grand Jury concerning Judge Haight's bills] when he initialed these two bills last referred to [bills dated after Halle's testimony before the Grand Jury]" (Report, p. 30 [3548]).

84. In finding that "The normal reaction of a witness who made an error of this kind would be to correct it or at least not to repeat the error at a subsequent date" (Report, p. 30 [3548]).

85. In finding that Mr. Halle in this proceeding "intimated, if he did not definitely say, that he had never had any bills from the Haight firm" (Report, p. 30 [3548]).

86. In finding that "the errors in his [Mr. Halle's] testimony were due rather to an over-anxiety to make it appear that Mr. Kaufman's dealings with Universal were similar to Judge Haight's, than to a strict regard for accuracy" (Report, p. 30 [3548]).

87. In finding that Universal knew "when it agreed to pay him [Kaufman] a substantial fee in the event of a successful outcome of the case that he would use the money or the prospect of receiving it in some way to influence Judge Davis" (Report, p. 30-1 [3548]).

88. In finding that "the exact date of the Root decision" was not "very material" (Report, p. 31 [3549]).

89. In finding that "If, * * * Davis and Kaufman had an understanding that Kaufman would procure financial benefits for Davis in return for favorable judicial action, Kaufman had undoubtedly informed Davis that he was interested in the Root case" (Report, p. 31 [3549]).

90. In finding that "Davis, when he learned of the needs of his impecunious cousin, may have seized upon

that as a method for diverting some of the Root fees into his own pocket in a manner which he thought would not arouse suspicion" (Report, p. 31 [3549]).

91. In failing to find "that the small benefit which Davis appears to have received on any theory of the case should lead me [the Master] to conclude that the evidence does not support the claim that he was influenced in his decision by the prospect of receiving it" (Report, p. 32 [3550]).

92. In finding that "a small benefit was proven to have been received by Davis" from the Stokley loan (Report, p. 32 [3550]).

93. In finding that "there was in connection with this case such fraud as tainted and invalidated the judgments rendered by this court therein on June 26, 1935" (Report, p. 32 [3550]).

94. In finding that Morgan S. Kaufman had no "qualifications of any sort that would commend him for service or employment in a patent infringement suit having for its subject matter the technology of oil cracking and refining" (Finding No. 7 requested by *Amici*, p. 36 [3554-5]).

95. In finding that Morgan S. Kaufman has never "been recognized by the Bench or Bar as a prominent, or outstanding, or eminent lawyer" (Finding No. 7 requested by *Amici*, p. 37 [3554-5]).

96. In finding that "Morgan S. Kaufman performed no legal services for Universal Oil Products Company in the *Root* case, either in the District Court or in the Court of Appeals, or in the Supreme Court" (Finding No. 9 requested by *Amici*, p. 37 [3555]).

97. In finding that "The evidence does not satisfactorily show when Kaufman was retained" (Answer to Finding No. 13 requested by *Amici*, p. 38 [3557]).

98. In finding that "the sum of $25,000 paid to Kaufman in 1935 was not paid either as a retainer or as compensation for legal services rendered" (Answer to Finding No. 13 requested by *Amici*, p. 39 [3557]).

99. In finding that "The sums paid to Kaufman in 1936 were not retainers in any normal sense, and were not in fact paid, except in part, for legal services rendered or to be rendered" (Answer to Finding No. 14 requested by *Amici*, p. 40 [3557-8]).

100. In finding that "$25,000 of the amount in question was to be paid to Kaufman only in the event of a successful outcome of the *Root* case" (Answer to Finding No. 15 requested by *Amici*, p. 40 [3558]).

101. In finding that "The other payments [the two $10,000 payments made in 1936], were not satisfactorily explained" (Answer to Finding No. 15 requested by *Amici*, p. 40 [3558]).

102. In finding that the two payments of $10,000, made on March 18th and December 2nd, 1936, "were not retainers for legal services in the normal sense" (Answer to Finding No. 15 requested by *Amici*, p. 40 [3558]).

103. In finding that "the evidence does not clearly indicate whether they were paid in anticipation of further services by Kaufman or as the balance of an agreed sum to be paid for the *Root* case" (Answer to Finding No. 15 requested by *Amici*, p. 40 [3558]).

104. In finding that "The fact of that investigation [by the Federal Bureau of Investigation into the relationship between Kaufman and Davis] had come to the

attention of * * * Hiram J. Halle, President of Universal, not later than March, 1939" (Finding No. 22 requested by *Amici*, p. 44 [3562]).

105. In finding that Judge Davis "prolonged these negotiations [between him, Kaufman, Stokley and the City Attorney of Mount Dora relative to the Stokley loan], and did not bring them to a conclusion until the *Root* case had been finally disposed of" (Finding No. 23 requested by *Amici*, p. 44-5 [3562-3]).

106. In finding that "During the years 1936, 1937, and 1938 Charles L. Stokley paid to Davis, and Davis kept for his own use, interest payments totaling $1,400 on the sum of $10,000 which had been advanced by Kaufman to redeem Stokley's properties" (Finding No. 25 requested by *Amici*, p. 45 [3563]).

107. In finding that "Neither before the conveyance to Morgan S. Kaufman in November, 1935, of the Mount Dora property, nor thereafter, until early in 1939, when the United States Department of Justice had begun its investigation into the affairs of J. Warren Davis, did Kaufman interest himself either in the credit standing of Charles L. Stokley, or in the nature, tax situation, or value, of the said property" (Finding No. 26 requested by *Amici*, p. 46 [3564]).

108. In finding that Kaufman "never received any payments of interest or principal on the sum of $10,000 which he had paid to the town of Mount Dora to redeem the property until June, 1939, after he, Davis and Stokley had learned of the said investigation" (Finding No. 26 requested by *Amici*, p. 46 [3564]).

109. In finding that Kaufman "failed to produce any documentary evidence to support his statement" that he had "received $200 by way of interest prior to 1939"

(Answer to Finding No. 26 requested by *Amici*, p. 46 [3564]).

110. In finding that Judge Davis "was financially interested in the [Stokley] loan" (Answer to Finding No. 27 requested by *Amici*, p. 46-7 [3564]).

111. In finding that "Judge Davis knew that Kaufman was interested in the *Root* case prior to the date of his opinion." (Answer to Finding No. 28 requested by *Amici*, p. 47 [3565]).

112. In finding that Judge Davis "did know or at least expected that he would receive some financial benefit from the fee which Kaufman received in connection with that [*Root*] case". (Answer to Finding No. 28 requested by *Amici*, p. 47 [3565]).

113. In failing to make the findings of fact requested by Universal in its proposed Finding No. 4 (p. 56 [3574]).

114. In finding that "The testimony does not show that Belknap had complete authority over the question as to what lawyers should be retained" (Answer to Finding No. 4 requested by Universal, p. 56 [3574]).

115. In failing to make the findings of fact requested by Universal in its proposed Finding No. 6 (p. 56 [3574-5]).

116. In finding that "The evidence does not satisfactorily show when Kaufman was retained or who retained him" (Answer to Finding No. 6 requested by Universal, p. 57 [3575]).

117. In failing to make the findings of fact requested by Universal in its proposed Finding No. 7 (p. 57 [3575]).

118. In finding that "Prior to 1932, Kaufman had practiced very little in the courts, although he was a

Receiver in Bankruptcy" (Answer to Finding No. 7 requested by Universal, p. 57 [3575]).

119. In finding that Kaufman was known to at least some of the judges of the State and Federal courts "by reason of the fact that he made a practice of entertaining them" (Answer to Finding No. 7 requested by Universal, p. 57 [3575]).

120. In failing to make the findings of fact requested by Universal in its proposed Findings Nos. 9, 10, 11, 12, 13, 14, 15 and 16 (p. 57-9 [3575-7]).

121. In finding that "Judge Morris was very uncertain when he first knew Kaufman was retained" (Answer to Finding No. 46 requested by Universal, p. 59 [3577]).

122. In failing to make the findings of fact requested by Universal in its proposed Findings Nos. 18, 19 and 22 (p. 60-1 [3578-9]).

123. In finding that "The evidence has not convinced me [the Master] that Judge Haight made any statement of his own knowledge with respect to the time when Kaufman was retained or the terms of his retainer" (Answer to Finding No. 22 requested by Universal, p. 61 [3579]).

124. In failing to find that at the conference of September 12, 1935, "Judge Haight by his presence assented of his own knowledge to what Halle said" (Answer to Finding No. 23 requested by Universal, p. 61 [3579]).

125. In failing to make the findings of fact requested by Universal in its proposed Finding No. 24 (p. 62 [3580]).

126. In finding that "The testimony as to the conversation at this conference [September 12, 1935] depended entirely upon the unaided recollection of the con-

fences more than six years after the event" (Answer to Finding No. 24 requested by Universal, p. 62 [3580]).

127. In finding that "any statements made by Judge Haight with respect to Kaufman were merely a repetition of what he had been told by Halle and that he assumed no responsibility for their accuracy" (Answer to Finding No. 24 requested by Universal, p. 62 [3580]).

128. In finding that "The evidence has not convinced me [the Master] that Judge Haight said that he desired to use Kaufman in any other cases" (Answer to Finding No. 24 requested by Universal, p. 62 [3580]).

129. In failing to make the findings of fact requested by Universal in its proposed Finding No. 25 (p. 62 [3580]).

130. In finding that "whatever approval was given to Kaufman's fee was based on statements made by Halle" (Answer to Finding No. 25 requested by Universal, p. 62 [3580]).

131. In failing to make the findings of fact requested by Universal in its proposed Finding No. 26 (p. 62 [3580-1]).

132. In finding that "The evidence has not convinced me [the Master] that Judge Haight made any statements concerning Kaufman of his own knowledge" (Answer to Finding No. 26 requested by Universal, p. 63 [3580-1]).

133. In failing to make the findings of fact requested by Universal in its proposed Finding No. 27 (p. 63 [3581]).

134. In finding that "the approval of the payment to Kaufman was based entirely upon Halle's statements"

(Answer to Finding No. 28 requested by Universal, p. 64 [3581-2]).

135. In failing to make the findings of fact requested by Universal in its proposed Finding No. 29 (p. 64 [3582]).

136. In finding that "The evidence does not satisfactorily show that it [the payment made to Kaufman on March 18, 1936] was pursuant to any arrangement agreed upon by Halle, Haight, Whitney and Dwight" (Answer to Finding No. 29 requested by Universal, p. 64 [3582]).

137. In failing to make the findings of fact requested by Universal in its proposed Findings Nos. 30 and 31. (p. 64-5 [3582-3]).

138. In finding that "The reasons for the payment [made to Kaufman December 2, 1936] at that time do not satisfactorily appear" (Answer to Finding No. 31 requested by Universal, p. 65 [3582-3]).

139. In failing to make the findings of fact requested by Universal in its proposed Finding No. 32 (p. 65 [3583]).

140. In finding that "The reasons for the payment of the remaining sum [the two $10,000 payments made in March and December, 1936] do not satisfactorily appear" (Answer to Finding No. 32 requested by Universal, p. 65 [3583]).

141. In failing to make the findings of fact requested by Universal in its proposed Finding No. 33 (p. 65 [3583]).

142. In finding that "These payments [the two payments of $10,000 each made to Kaufman in March and December, 1936] were not retainers in any normal sense

and their purpose was obscure. They may have been additional payments for services in the *Root* case" (Answer to Finding No. 33 requested by Universal, p. 65 [3583]).

143. In failing to make the findings of fact requested by Universal in its proposed Finding No. 34 (p. 65 [3583-4]).

144. In finding that "The evidence has not convinced me [the Master] that these payments [the two payments to Kaufman of $10,000 each made in March and December, 1936] were retainers for legal services" (Answer to Finding No. 34 requested by Universal, p. 66 [3583-4]).

145. In failing to make the findings of fact requested by Universal in its proposed Findings Nos. 35, 36, 37, 40 and 43 (p. 66-8 [3584-6]).

146. In finding that "The evidence has not convinced me [the Master] that Davis ever made any application to anyone other than Kaufman for the loan in question" (Answer to Finding No. 43 requested by Universal, p. 68 [3586]).

147. In failing to make the findings of fact requested by Universal in its proposed Findings Nos. 44 and 48 (p. 68-9 [3586-7]).

148. In finding that "The evidence shows that Davis and Kaufman discussed this loan [to Stokley] as early as March, 1935" (Answer to Finding No. 48 requested by Universal, p. 69 [3587]).

149. In failing to make the findings of fact requested by Universal in its proposed Findings Nos. 49 and 50 (p. 69-70 [3587-8]).

150. In finding that "Davis was financially interested in the [Stokley] loan although it was nominally made by Kaufman" (Answer to Finding No. 50 requested by Universal, p. 70 [3588]).

151. In failing to make the findings of fact requested by Universal in its proposed Findings Nos. 51, 52, 53 and 54 (p. 70-1 [3588-9]).

152. In finding that "Kaufman delayed making the [Stokley] loan until he received his fee in the *Root* case" (Answer to Finding No. 54 requested by Universal, p. 71 [3589]).

153. In failing to make the findings of fact requested by Universal in its proposed Findings Nos. 57, 58, 59 and 65 (p. 71-3 [3589-91]).

154. In finding that "The evidence convinces me [the Master] that Davis did know that Kaufman was counsel for Universal prior to the decision of the [*Root*] case" (Answer to Finding No. 65 requested by Universal, p. 73 [3591]).

155. In failing to make the findings of fact requested by Universal in its proposed Findings Nos. 66, 73 and 74 (p. 73-5 [3591-4]).

156. In finding that some of the money received by Davis from Stokley was "received by him as interest on the $10,000 loan" (Answer to Finding No. 74 requested by Universal, p. 75-6 [3593-4]).

157. In failing to make the findings of fact requested by Universal in its proposed Findings Nos. 75, 76, 77 and 78 (p. 76 [3594-5]).

158. In finding that the loan to Stokley "was made at least in part to compensate him [Davis] for the

favorable action in the *Root* case which he had already taken" (Answer to Finding No. 78 requested by Universal, p. 76-7 [3594-5]).

159. In failing to make the findings of fact requested by Universal in its proposed Findings Nos. 79, 80 and 85 (p. 77-8 [3595-6]).

160. In finding that "While, technically, amici may not be parties, they were acting in part on behalf of their clients and the interests of their clients and the interests of Universal were adverse" (Answer to Finding No. 85 requested by Universal, p. 78 [3596]).

161. In concluding as a matter of law that "During the period from 1935 to 1938, there existed between Judge J. Warren Davis and Morgan S. Kaufman a corrupt and illicit combination to obstruct justice" (Conclusion No. 1 submitted by *Amici*, p. 53 [3596]).

162. In concluding as a matter of law that "at the time he voted for affirmance in the *Root* case, Judge Davis knew or at least expected that if the decision was favorable to Universal, he would receive some monetary compensation from Kaufman" (Answer to Conclusion No. 2 submitted by *Amici*, p. 53 [3597]).

163. In concluding as a matter of law that "The judgments of the Court of Appeals for the Third Circuit in the case entitled '*Root Refining Company v. Universal Oil Products Company*' are tainted with fraud and corruption and are invalid" (Conclusion No. 3 submitted by *Amici*, p. 53-4 [3597]).

164. In failing to make the conclusions of law requested by Universal in its proposed Conclusions Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14 (p. 78-82 [3596-600]).

165. In making (whether formally, or informally in his report) any finding of fact or conclusion of law inconsistent with those requested by Universal (p. 55-82 [3573-600]).

Respectfully submitted,

UNIVERSAL OIL PRODUCTS COMPANY,

By: RALPH S. HARRIS,
EDWARD J. O'MARA,
JOHN R. MCCULLOUGH,
Attorneys.

Objection of Amici Curiae to the Master's Report

J. Bernhard Thiess and Thorley von Holst, Amici Curiae herein, object, and except, to, the action of the Special Master in excluding from consideration, and in granting the motion to strike from the record, the so-called Steedle Memorandum, Amici Exhibit 147.

(Signed) J. BERNHARD THIESS
(Sighed) THORLEY VON HOLST
Amici Curiae

November 9, 1943

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230	Page 21 of Davis' personal account book	3314
231	Letter, Behrens to Cahill, March 18, 1940. With attached letters as follows:	3315
	Letter, Belknap to Day, September 29, 1931	
	Letter, Halle to Thomas, January 22, 1940	
	Letter, Halle to Hall, January 22, 1940	
	Letter, Halle to Hall, January 22, 1940	
	Letter, Hall to Halle, undated	
232	for id. Omitted pursuant to agreement of Counsel	3322
233	3 ledger sheets entitled "Income" prepared by Wilmer Stokley	3323
234	Letter, W. C. Stokley to Gahagan, March 7, 1940	3327
235	Stokley check stub book of the Tavares Bank for February, 1938	3329
236	Analysis of charges against Stokley's bank statements for which no corresponding canceled checks were produced	3338
237	Stokley check stub book of the Bank of Tavares covering May, 1939	3339
238	for id. Printed as Universal Exhibit 21	3344
239	for id. Printed as Universal Exhibit 22	3344
240	Note, May 23, 1924, to the order of C. L. Stokley	3345
241	Letter, Stokley to Eunice Coke, March 8, 1943	3346
242	Envelope for Am. Ex. 241	3347
243	Enclosures with Am. Ex. 241, typewritten copy of Stokley's letter to Eunice Cole, dated December 19, 1940	3348

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244	List entitled "Description of Stokley papers in the Office of White and Staples, Philadelphia," dated March 16, 1943	3349
245	Letter, Kaufman to Stokley, January 29, 1941	3363
246	Letter, Kaufman to Stokley, March 10, 1941	3364
247	Check, March 23, 1941, $400.00, C. L. Stokley to Kaufman	3365
248	Cahagan's list entitled "Stokley's Payments to JWD"	3366
249	Jefferson Hospital record showing dates of Davis' admittance and discharge in April, 1936	3367
250	Schedule of fees paid to Hall and Thomas	3368

UNIVERSAL EXHIBITS

Universal Exhibit		
1	Correspondence file re Denison letter to Woolley	3370
2	Correspondence between Thomas and Kaufman re Crew-Levick case	3388
3	Belknap's diary entries 1932-3	3426
4	Belknap's letters re diary entries	3434
5	Letter, Kaufman to Universal, July 29, 1936, sent to New York Office	3447
6	Universal's audit, Price Waterhouse work sheet CC Dated 6/30/36	3448
7	Bill of Complaint in Crew-Levick case	3449
8	for id. Printed as Amici Exhibit 61	3464
9	for id. Printed as Amici Exhibit 62	3464
10	for id. Printed as Amici Exhibit 63	3464
11	for id. Printed as Amici Exhibit 64	3464
12 to 16	Bank statements of Morgan S. Kaufman,	3465 to 3478
17A to C	Notes from G. O. Watkins to Stokley, dated February 1, 1928	3479 to 3481
18	List of Stokley papers received from C. B. Winstead	3482
19	Letter from Clerk of Tavares to M. S. Kaufman re taxes paid by Stokley, March 11, 1940	3486

Universal Exhibit		Page
20	List of records given U. S. Attorney by Kaufman, March 11, 1940	3488
21	Memorandum of amount due Kaufman by Stokley, May 3, 1941	3493
22	Memorandum of amount due Davis by Stokley, May 3, 1941	3494
23	Agreement between Stokley and Barker Poster Adv. Co. September 9, 1927	3495
24	Whitney office diary for September 12, 1935	3496
25	Dwight office diary for September 12, 1935	3497
26	Russell office diary for September 12, 1935	3498
27	Letter, German American Insurance Co. to Halle, March 16, 1891	3499
28	Letter, Haight to Belknap, June 19, 1930; Letter, Belknap to Halle, June 24, 1930	3500
29	Letter, Morris to Haight, January 3, 1942; Letter, Morris to Halle, February 20, 1942; Letter, Halle to Morris, February 24, 1942	3502
30	Universal receptionist diary for September 12, 1935	3505
31	Letter, Haight to Halle, November 19, 1935	3507
32	Schedule of fees paid to attorneys by Universal, 1931-1940	3508
33	Schedule of fees paid to Hall, Thomas and Haight by Universal, 1930-1939	3509
34	Schedule of income and expenses, Stokley	3510
35	Dwight office diary for December 10, 1935	3512
36	Debits and credits to Universal Account 42-H, 1935	3513
37	Debits and credits to Universal Account 42-H, 1936	3514
38	Whitney office diary for December 10, 1935	3515

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Objections and Exceptions by Universal Oil Products Company to the Report of Thomas Raeburn White, Esq., Master 3615

Objection of Amici Curiae to the Master's Report 3617

STIPULATION AND ADDITION TO RECORD

SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1945

Nos. 48 and 64

UNIVERSAL OIL PRODUCTS COMPANY, Petitioner,

vs.

ROOT REFINING COMPANY, Respondent

On Writs of Certiorari to the United States Circuit Court of Appeals for the Third Circuit

STIPULATION AND ADDITION TO RECORD

It Is Hereby Stipulated and Agreed by the undersigned that the attached certified copy of the Order of the Circuit Court of Appeals for the Third Circuit entered on December 14, 1943, in the causes entitled "Root Refining Company, Defendant-Appellant vs. Universal Oil Products Company, Plaintiff-Appellee, Nos. 5546, 5648," may be added to the certified copy of the record of the above-entitled causes on file in this court and that the Clerk shall insert a printed copy of said Order as pages 3660A and 3660B in Volume IX of the printed copies of the record, as per copy of said printed pages attached hereto.

Ralph S. Harris, Counsel for Petitioner, Universal Oil Products Company; J. Bernhard Thiess, Thorley von Holst, *pro se* and on behalf of Skelly Oil Company, *et al.*

IN THE

United States Circuit Court of Appeals

FOR THE THIRD CIRCUIT

Nos. 5546 and 5648

ROOT REFINING COMPANY,

Defendant-Appellant,

vs.

UNIVERSAL OIL PRODUCTS COMPANY,

Plaintiff-Appellee.

Before JONES, GOODRICH and MCLAUGHLIN, *Circuit Judges.*

ORDER

And now, to wit, December 14th, 1943, upon consideration of the petition of Thomas Raeburn White for compensation for services and for reimbursement for expenses as Master in the above entitled matter under this court's order of reference of November 26, 1941, and answer to said petition filed by the *amici curiae* appearing herein, and upon notice to Universal Oil Products Company, appellee, of both said petition and answer, it is hereby found that the services required of and performed by said Master in the discharge of his duties under the order of his appointment were reasonably and fairly worth Twenty-five Thousand ($25,000.00) Dollars and that the disbursements made by said Master as itemized in said petition and aggregating the sum of Three Thousand Four Hundred Ninety-five and Ninety-one one-hundredths ($3,495.91) Dollars represent necessary and proper expenses incurred by said Master in the performance of his duties.

Now, therefore, it is ordered, adjudged and decreed that the sum of $25,000 be and it is hereby awarded to Thomas Raeburn White as compensation for his services as Master in the above entitled matter and it is also ordered and directed that the Master be reimbursed for the expenses incurred and paid by him in the aggregate sum of $3,495.91.

It is further ordered and directed that the compensation and reimbursement, as above awarded and directed, be advanced to said Thomas Raeburn White by the *amici curiae* appearing in connection herewith and the Universal Oil Products Company, appellee, as they may arrange between them, with the understanding, however, that final disposition of the liability of one or the other or both of said parties for the Master's compensation and expenses in this matter shall await and abide this court's ultimate determination with respect to the findings and recommendations contained in the report filed by the Master in this court on October 19, 1943.

By the Court,

JONES,
Circuit Judge.